

**AMERICAN FEDERATION OF
TELEVISION AND RADIO ARTISTS
(AFTRA)**



**1998-2002
NATIONAL AFTRA PUBLIC
TELEVISION AGREEMENT**

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SAMPLE

THIS AGREEMENT, entered into and effective as of November 15, 1998, is between _____, with its principal offices located in _____, hereinafter referred to as **PRODUCER**, and the **AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS**, hereinafter referred to as **AFTRA**.

1. PREAMBLE.

The parties recognize the special nature of public television as distinguished from commercial television and agree that if public television as a non-profit agency serving the public interest is to make its maximum contribution to the whole community, it must count upon the broad support and encouragement — and, above all, enlightened participation — of labor, management, and the public. PRODUCER recognizes AFTRA as the exclusive collective bargaining agent for all covered persons who appear or are heard in the programs covered by this Agreement, as hereinafter set forth.

2. TERM.

The term of this Agreement shall commence on November 15, 1998, and shall continue in full force and effect until November 14, 2002, and shall thereafter be automatically renewed from year to year unless terminated or modified. Should either party desire to terminate or modify this Agreement on or after November 14, 2002, or any annual renewal date thereafter, sixty (60) days' prior written notice of such intent must be given to the other party.

3. PROGRAMS COVERED.

This Agreement covers all national television programs either produced by PRODUCER or produced for PRODUCER under a direct financial arrangement with PRODUCER, which programs are primarily recorded, edited or produced for broadcast "live" (including film sequences made especially for the "live" program), or on electronic video equipment as commonly understood in the industry. Excluded from the foregoing are **1)** programs recorded solely by motion picture camera not in connection with a live telecast; **2)** program acquisition not produced for PRODUCER under a direct financial arrangement; **3)** "remote" originations of events (such as rodeos or sportscar races) which, by their nature, feature persons who are not performers within the meaning of this Agreement (except announcers and sportscasters employed by PRODUCER as provided elsewhere herein) and occur in the localities from which the broadcast originates; and **4)** religious programs broadcast in connection with the observance of particular religious holidays. The term "national television program" as used herein means programs distributed nationally by PBS or any national successor agency thereto, whether interconnected by wire or satellite, or serviced by separate videotapes or otherwise.

4. PEOPLE COVERED.

All persons who perform as talent, *e.g.*, actors; comedians; masters-of-ceremonies; quiz masters, disc jockeys; singers; dancers; announcers; sportscasters; specialty acts; walk-ons; extras; puppeteers; stunt persons; reporters and analysts in the fields of home economics, fashions, farm and rural subjects and market reports; news commentators and analysts; critics; models; moderators; and panel members where the format of the program requires such persons to participate generally in entertainment.

This Agreement also applies to all persons rendering services in the field of news including, but not limited to, persons who criticize, review and/or comment on the following: books, the fine arts, music, sports, the theater, movies, dance, radio, television, society, and travel, and including persons who perform in live, film, or recorded news inserts; except as provided otherwise below.

Services in the field of news covered by this Agreement under the preceding subparagraph shall be paid for under the terms, conditions, and rates applicable to performers.

Excluded from coverage hereunder are the following: **1)** staff announcers when performing local staff duties; **2)** teachers who perform in the areas of their teaching experience and specialized knowledge; **3)** members of student bodies, staff and faculty of a recognized educational institution or organization who perform services on educational programs where any

entertainment elements are purely incidental; **4)** choirs and choruses of recognized denominational religious or educational organizations on programs of religious or educational nature; **5)** audience members in audience participation programs; **6)** *bona fide* amateurs appearing as amateurs performing no more than twice in a calendar year; **7)** government officials and employees, commentators and analysts whose primary program function is to express their own opinions, interpretations and editorial comments who are employed occasionally on a single program basis; **8)** moderators whose reputations are outside the field of news, entertainment or broadcasting and who appear not more than twice in a calendar year; **9)** recognized experts or specialists whose reputations are outside the amusement field, occasionally on a single program basis; **10)** members of panels who take part in discussion of news, education or public affairs; **11)** persons who act only as judges of contests; and **12)** interviewees.

5. COMPENSATION.

For purposes of this Agreement, "Informational/Educational Program" shall include informational, educational, news and public affairs programs and inserts into such programs, and including such performers as interviewers, moderators, narrators, commentators, and announcers. "Cultural/Entertainment Program" shall include dramatic, dance, singing, entertainment, and variety programs.

A. Informational/Educational Programs.

With regard to Informational/Educational programs, PRODUCER shall pay the following rates:

1. PERFORMERS (including actors, soloists, duos, stunt persons, puppeteers, narrators):

	<u>11/15/98</u>	<u>3/1/01</u>	<u>11/15/01</u>
1 Day	\$348.00	\$372.00	\$387.00
2 Day	564.00	603.00	627.00
3 Day	651.00	697.00	725.00
4 Day	835.00	893.00	929.00
Weekly	869.00	930.00	967.00

2. Performers Speaking 5 Lines or Less. For the purposes of this Agreement, a line shall consist of not more than ten (10) words, and part of a line shall be considered a line. It is the intention of the five (5) line or less category to include only those performers who have very minor parts to perform.

	<u>11/15/98</u>	<u>3/1/01</u>	<u>11/15/01</u>
Per Day	\$239.00	\$256.00	\$266.00

3. Extras/Walk-ons. AFTRA agrees to give consideration to lower rates for extras/ walk-ons when a large number of the same are employed on a program or series.

	<u>11/15/98</u>	<u>3/1/01</u>	<u>11/15/01</u>
Per Day	\$93.00	\$100.00	\$104.00

4. Group Singers and Dancers (3 or more).

	<u>11/15/98</u>	<u>3/1/01</u>	<u>11/15/01</u>
1 Day	\$277.00	\$296.00	\$308.00
2 Day	449.00	480.00	499.00
3 Day	519.00	555.00	577.00
4 Day	644.00	689.00	717.00
Weekly	691.00	739.00	769.00

a. Notwithstanding **Schedule A**, for dancers, a day shall consist of six (6) out of seven (7) consecutive hours. Work on the seventh and eighth hours shall be paid for at the straight hourly time based on an eight (8) hour day, overtime thereafter.

b. For work day, rehearsal and other special conditions relating to singers and dancers on Educational/Informational programs, see **Schedule A**, except as for dancers who dance as provided in **a.** above.

c. The provisions of section **5.B.2.d.** Group Singers and Dancers (3 or more), shall also be applicable to dancers on Educational/Informational programs.

5. **Announcers Off-Camera** (10 lines or less, limited to bridging, openings and closings) and **Translation Voice-Overs** (10 lines or less) — 80% of the Performer rate.

6. **Stand-ins.** Stand-ins are defined as those performers who are engaged by the PRODUCER to substitute for members of the cast during rehearsal. A stand-in shall not be required to memorize any material or supply any specific wardrobe. A stand-in shall receive \$19.50 (\$20.50 effective November 15, 2001) per hour for the period for which he/she is called, with a minimum call of two (2) hours per session.

7. For work day, rehearsal and other special conditions relating to performers on Educational/Informational programs, see **Schedule A**.

B. Cultural/Entertainment Programs.

With regard to Cultural/Entertainment programs PRODUCER shall pay the following day rates:

1. **Performers (including Actors, Soloists, Duos, Stunt persons, Puppeteers, Narrators):**

		<u>11/15/98</u>	<u>3/1/01</u>	<u>11/15/01</u>
a.	1 Day	\$346.00	\$370.00	\$385.00
	3 Day	764.00	817.00	850.00
	Weekly	1017.00	1088.00	1132.00
b.	Extras/Walk-ons (per day)	93.00	100.00	104.00

c. Stand-ins are defined as those performers who are engaged by the PRODUCER to substitute for members of the cast during rehearsal. A stand-in shall not be required to memorize any material or supply any specific wardrobe. A stand-in shall receive \$19.50 (\$20.50 effective November 15, 2001) per hour for the period for which he/she is called, with a minimum call of two hours per session.

d. AFTRA agrees to give consideration to lower rates for five (5) line or less performers and to extras/ walk-ons when a large number of the same are employed on a program or series.

e. For work day, rehearsal and other special conditions relating to performers on Cultural/Entertainment programs, see **Schedule A**.

2. **Group Singers and Dancers (3 or more)**

		<u>11/15/98</u>	<u>3/1/01</u>	<u>11/15/01</u>
a.	1 Day	\$277.00	\$296.00	\$308.00
	3 Day	611.00	654.00	680.00
	Weekly	813.00	870.00	905.00

b. Notwithstanding **Schedule A**, for dancers, a day shall consist of six (6) out of seven (7) consecutive hours. Work on the seventh and eighth hours

shall be paid for at the straight hourly time based on an eight (8) hour day, overtime thereafter.

c. For work day, rehearsal and other special conditions relating to singers and dancers on Cultural/Entertainment programs, see **Schedule A**, except as for dancers who dance as provided in **b.** above.

d. The following provisions shall apply for dancers only:

(1) In no event shall any dancer be asked or assigned to rehearse on unsafe floors, or concrete, cement, stone or similar surfaces unless the surface is covered in such a manner as to result in a resilient dancing surface, except on "camera day" when the requirements of other broadcasting equipment make use of such non-resilient surfaces unavoidable. Dancing on wet or oily floors will be considered hazardous for purposes of subparagraph (3) hereunder.

(2) Compensation for group dancers who are required by the PRODUCER to sing or lip sync (synchronization of lip movements with lyrics) shall be computed in accordance with the applicable rules stated in Paragraph 12. (Doubling). The applicable basic dancer's minimum fee shall be utilized as the base in computing any step up fees which may be due such group dancers for supplemental markets.

(3) For performing a hazardous dance routine or other hazardous activity (such as wire flying) in a studio or on location, dancers will be paid \$65 for each such day, provided that the minimum payment per program shall be not less than \$100, as provided in Paragraph 32. In recognition of unique problems in determining the entitlement of dancers to such additional compensation for hazardous activity, the following procedures will be applicable. If a dancer believes that a dance routine or other activity that the dancer is requested to perform should entitle the dancer to such additional compensation, the matter will be discussed promptly between the AFTRA representative assigned to the program and the PRODUCER or the PRODUCER's designated representative. If the matter cannot be resolved by that on-the-spot discussion, the AFTRA representative will prepare a written description of the specific dance routine or other activity, and other facts pertinent to the claim, which will be confirmed and initialed by the PRODUCER and filed with the local AFTRA Executive Director.

When a number of such claims have been filed, but not less frequently than once each quarter if any claims are on file, the Executive Director will convene a meeting of the AFTRA-PTV Producers Special Committee. There shall be two Special Committees, one in New York City and one in Los Angeles, each consisting of two dancer representatives and two representatives of the producers. The Committee will review the pending claims and attempt to resolve them. All such resolutions will be based on the specific circumstances involved and will be on a no-precedent basis. If a claim is upheld, the PRODUCER will be notified in writing and must make the required payment to the dancer (by check mailed to the AFTRA Executive Director) within five (5) working days of receipt of the notice to do so. Two (2) panels of arbitrators, each of which is to consist of ten (10) named arbitrators agreed to by the parties, shall be maintained and filed with the American Arbitration Association, one in New York City and one in Los Angeles. Names may be added or deleted from time to time by mutual agreement. Whenever either Special Committee has at least four

(4) pending claims which it has been unable to resolve, either AFTRA or the PRODUCER may submit such claims for arbitration under Paragraph 19., with the following special rules being applicable:

- (a) There will be a single arbitrator selected from the appropriate panel.
- (b) The matter will be presented to the arbitrator by a representative of the PRODUCER and by a representative of AFTRA.
- (c) The arbitrator will render an award either granting or denying each claim, with no written opinion.
- (d) The arbitrator's award will be on a no-precedent basis and not citable in any subsequent arbitration proceeding.

(4) Subject to applicable law, if a dancer on whose behalf contributions have been made to the AFTRA Health and Retirement Funds during five (5) of the prior ten (10) years is employed to work on a covered television program as an assistant choreographer, but not as a dancer or in any other category covered by this Agreement, PRODUCERS will contribute to the AFTRA Health and Retirement Funds on such dancer's behalf on the basis of the highest compensation received by any group dancer on the program for services as a group dancer, but such employment shall not be subject to other provisions of this Agreement.

e. Contractor For Group Singers. For every singing group of three (3) or more there shall be a contractor who shall perform any service commonly associated with the services of a contractor or leader, such as, but not limited to, contacting singers, prerehearsal, coaching or conducting singers, rearranging or correcting vocal parts, arranging auditions or rehearsals or other similar or supervisory duties. The member of the singing group assigned as contractor shall be paid at least one hundred fifty percent (150%) of the full applicable minimum fee, except that the payment shall be two hundred percent (200%) of the full applicable minimum fee if there are sixteen (16) or more members in the singing group. It shall be the responsibility of the contractor to request a five (5) minute rest period during each hour of work.

The contractor of a singing group on any program shall file with the PRODUCER'S representative a contractor's time sheet, prepared by the contractor and initialed by the members of the singing group and the PRODUCER'S representative; in addition, the contractor shall deliver to AFTRA promptly upon conclusion of the final performance, copies of all such contractor's time sheets for the program.

The foregoing shall not apply to groups of three (3) or more singers who are an established group or act unless the PRODUCER specifically requires that a member of the group perform the duties of a contractor specified above.

C. Strip Shows.

For non-prime time game show and variety show series for which multiple episodes are taped in a single day, for exhibition multiple times within the same calendar week, performers, other than extras, in the series may be engaged pursuant to the following "stripped rate."

1. Four performances per week: 2¾ times the one (1) day rate applicable to the performer's performance category.
 2. Five performances per week: 3 times the one (1) day rate applicable to the performer's performance category
- For performers speaking five (5) lines or less, the applicable rate shall be the one (1) day rate applicable to five (5) line or less performers in Educational/Informational programs.
- The foregoing payments shall be made regardless of the number of episodes taped in one (1) day. In no event shall a performer be paid less than the full applicable single day rate for each day worked.
3. Overtime shall be calculated on the basis of the full applicable single day rate.
 4. The foregoing payments shall provide full compensation for four (4) releases of each episode in three (3) years. All additional payments shall be made on a per program basis at the full applicable release rate for each program.

D. Identification, Logo and Credit Announcements.
 In place of Day Rates, the following rates may be paid to announcers and other performers on unchanging program identification, logo and credit announcements used on a program or a program series.

If appearing on programs broadcast over not more than:

	11/15/98	3/1/01	11/15/01
Six (6) consecutive weeks	\$271.00	\$290.00	\$302.00
Thirteen (13) consecutive weeks	386.00	413.00	430.00
Twenty-six (26) consecutive weeks	435.00	465.00	484.00
Fifty-two (52) consecutive weeks	510.00	546.00	568.00
Three (3) years	966.00	1034.00	1075.00

None of the above rates may be upgraded by differential amounts after initial payment to the performers concerned.

E. Program Rights.¹
 A Program release is defined as multiple broadcasts within a seven (7) consecutive day period commencing on the date of the original broadcast of each program on each station. Payment of the Day Rates (including multiple day and weekly rates) with respect to national programs hereunder shall cover four (4) program releases within the three (3) year period beginning on the date of first broadcast and simulcasts over noncommercial radio stations concurrently, as well as unlimited re-recorded use in classroom settings including, but not limited to, day care, pre-school and auditoriums within one (1) year of any such broadcast.

In addition to the foregoing, up to two (2) additional releases (releases five and/or six) may be acquired on an individual basis by payment to the performer of \$49 (for an extra performer \$16) for each such additional release. Such payment must be made at the time of payment of the performer's initial compensation. Each such additional release payment shall extend the three (3) year exhibition period by one (1) year. Any such advance

¹Also see **Sideletter 3** for additional information regarding program rights.

payment must be specifically agreed to by the performer and shall be separately stated in the performer's contract.

F. Crediting of Over Scale Payments.

1. Informational/Educational Programs.

a. Late Payment Penalties and Wardrobe Fees. Any performer who is engaged to perform services at scale or under terms or conditions over and above the minimum scales, terms or conditions provided for in this Agreement, shall nevertheless have the protection and benefit of all other provisions and conditions set forth in this Agreement. If the compensation of the artist for any engagement is above the minimums specified herein, additional service at applicable minimum fees for such engagement may, except as otherwise specified in this Agreement, be credited by the PRODUCER up to the full amount of the compensation paid to such artist if there is a specific provision to such effect in the artists' written contract, or, in the case of a verbal engagement, if it is specifically agreed at the time the verbal engagement is entered into that the sponsor or PRODUCER is entitled to such credit; provided, however, that

(1) Late payment penalties may not be credited against over scale compensation; and

(2) Wardrobe fees may be credited only against that portion of paid or guaranteed over scale compensation which exceeds one hundred twenty per cent (120%) of scale.

b. Series Performers. With respect to performers engaged on a series under an individual contract which may be over and above the minimum terms and conditions specified herein, payments under this Agreement for the following specified items may not be credited against any portion of a performer's compensation: wardrobe fees, meal period penalties, overtime (including sixth and seventh day payments), short turn-around payments, travel payments, cosmetic alteration fees, hazardous performance payments, promotional announcement fees, and doubling fees.

c. Extended Use. The PRODUCER may, subject to the consent of the performer at the time the original engagement is made, credit over scale payments in excess of twice the full AFTRA minimum fee, including all extra payments for additional rehearsal and doubling, toward monies due the performer for extended broadcasts of any recordings under the provisions of Paragraph 6.A. (Additional Compensation, Extended Broadcast).

d. Foreign and Audio-Visual Use. PRODUCER's right under Paragraph 6.B. (Foreign) and 6.C. (Audio-Visual) shall be subject to the securing of such specific right in writing from the performer. Nothing herein contained shall be deemed to prohibit such performer from negotiations for additional compensation for such right. Nothing herein contained shall be deemed to prohibit PRODUCER and such performer from agreeing to apply over scale payments in excess of twice the full AFTRA minimum fee, including all payments for additional rehearsal and doubling as compensation for such right.

2. Cultural/Entertainment Programs.

No compensation paid to a performer for his services in excess of the minimum may be credited against overtime, penalties or any other compensation otherwise due the performer under this Agreement. Advance payment for extended broadcast rights, A/V, or foreign telecasts when made in compliance with this

provision or in paragraph **24.B.2.** (Supplemental Markets), shall not be deemed to be crediting nor subject to this section.

a. Advance Payment for Residuals. Each contract between the PRODUCER and the performer shall contain a separate provision for such additional compensation for extended broadcast rights, A/V, or foreign telecasts. There shall be the following limitations on advance payment for extended broadcast rights or foreign broadcast:

(1) The PRODUCER may make any payment to a day performer for extended broadcast rights, A/V, or foreign telecasts at any time prior to the time of the use for which payment is made.

(2) Commencing with employment agreements entered into on or after November 16, 1983, the performer may agree to an advance payment for extended broadcast rights, A/V, or foreign telecasts provided the same is separately stated and is paid in addition to such salary set forth in the performer's contract and provided further that the salary at which advance payment for extended broadcast rights or foreign telecasts is permitted shall be three hundred percent (300%) of scale.

G. Overtime.

There shall be no duplication or pyramiding of overtime.

H. Descriptive Video Services ("DVS") To Air On Second Audio Program ("SAP").

Performers engaged to perform the narration for a Descriptive Video Service that airs on a Second Audio Program shall be paid at seventy five percent (75%) of the applicable day rates under section **5.A.** or **5.B.** (Compensation), above, for each such DVS program and/or version.

The work day shall consist of four (4) out of five (5) consecutive hours. Performers shall be paid straight time for the fifth through the seventh hours worked and shall be paid overtime at the rate of time and one-half for hours worked beyond seven hours in a day or after five consecutive hours of work. The straight time hourly rate shall be calculated by taking the seventy five percent (75%) day rate and dividing it by four (4).

In the event the performer is needed to record beyond one (1) day and such additional day(s) is not later than ten (10) days after the original work day and further provided that such additional day(s) does not conflict with the performer's other existing commitments, the performer involved shall be entitled to an hourly rate paid at straight time for up to eight (8) hours with a two (2) hour minimum call. Overtime shall be paid after eight (8) hours.

The foregoing rates shall also constitute payment in full for up to 25,000 units of videocassette/video disc sales. Any sales beyond 25,000 units shall be paid for as a release to a Supplemental Market pursuant to the formula set forth in Paragraph **24.** (Limitation on Use and Supplemental Markets).

This provision is applicable to DVS when heard on SAP. Except as modified by this provision, all rates, terms and conditions of the Public Television Agreement shall apply.

For any DVS recordings to be heard on the program as part of the program and not on SAP, performers shall be entitled to one hundred percent (100%) of the applicable rates, and all terms and conditions of the Public Television Agreement shall apply.

In the event a program containing Descriptive Video is broadcast in a fashion that allows viewers to hear the Descriptive Video narration as part of the regular broadcast, (*i.e.*, not on a SAP Channel), and said broadcast is for demonstration purposes only (*i.e.*, to explain and demonstrate the nature and purpose of DVS), payment of an additional fee for the Descriptive Video narration shall not be required.

I. Sportscasters and Assistant Sportscasters.

Sportscasters and Assistant Sportscasters (color men) shall be paid no less than the following rates:

1. Sportscasters Fee

	<u>11/15/98</u>	<u>3/1/01</u>	<u>11/15/01</u>
Per event	\$736.00	\$788.00	\$820.00

Per week of up to seven (7) events of the same sport, or up to one (1) week's broadcasting of the Olympic Games \$1,866.00 1,997.00 2,077.00

2. Assistant Sportscasters and/or Color Men

	<u>11/15/98</u>	<u>3/1/01</u>	<u>11/15/01</u>
Per event	\$452.00	\$484.00	\$503.00

Per week of up to seven (7) events of the same sport, or up to one (1) week's broadcasting of the Olympic Games \$1,153 1,234.00 1,283.00

3. Championship Events

	<u>11/15/98</u>	<u>3/1/01</u>	<u>11/15/01</u>
Sportscasters, per event	\$787.00	\$842.00	\$876.00
Assistant Sportscasters, per event	516.00	552.00	574.00

Championship events are designated as follows: College football — Rose Bowl, Cotton Bowl, Sugar Bowl, Orange Bowl, Gator Bowl, Senior Bowl, North-South, Blue-Grey and East-West Shrine games; professional football — National League and American League world championship games, NFL-AFL Inter-League Championship, Pro-Bowl and the professional college All-Star games; major league baseball — World Series and All-Star games; professional boxing — World Championship matches in all weight divisions; Kentucky Derby.

4. Major League Baseball Double-Header (other than one scheduled as a result of postponement, which is covered in subparagraphs 1. and 2. hereof).

	<u>11/15/98</u>	<u>3/1/01</u>	<u>11/15/01</u>
Sportscasters, per event	\$788.00	\$843.00	\$877.00
Assistant Sportscasters, per event	516.00	552.00	574.00

A week means any seven (7) consecutive days. An event is whatever the daily ticket of admission buys; however, no event covered by subparagraphs 3. and 4. hereof shall be included as an event for purposes of the weekly rate provided in subparagraphs 1. and 2.

Whenever the services of a spotter or spotters are required, EBC shall engage such spotter, as his/her own employee, and shall pay for his/her services, and no deduction therefor shall be made from performer's compensation, whether scale or over scale. If EBC requires the services of a statistician, the latter shall be engaged and paid by EBC, and his/her compensation shall not be deducted from the performer's compensation, whether scale or over scale.

6. **ADDITIONAL COMPENSATION.**

A. Extended Broadcast.

The following additional payments shall be made for extended broadcast beyond the program rights in 5.E. (Compensation):

	<u>Performers</u>	<u>Extras/Walk-ons</u>
Each three-year period	\$130.00	\$41.50

Each such additional payment shall permit three additional releases per extended three (3) year period and shall be made within thirty (30) days after initial broadcast in each such period. Such additional releases may be utilized during the time period covered by any previous payments or during the extended three (3) year period acquired by the payment.

B. Foreign Broadcast.

The following additional payments shall be made for foreign broadcast:

Performers - \$130.00 Extras/Walk-ons - \$41.50

Each such additional payment shall permit foreign broadcast for up to three (3) years from date of first broadcast in countries where dubbing is not required, and five (5) years in countries where dubbing is required, and shall be made within thirty (30) days after initial foreign broadcast. For further foreign broadcast periods, additional payments shall be made on the same basis as above. No foreign broadcast payments are required for broadcast in developing countries or in connection with projects sponsored by the U.S. Government or United Nations.

C. Audio-Visual Use.

The following additional payments shall be made for audio-visual use:

	<u>Performers</u>	<u>Extras/Walk-ons</u>
Each eight (8) years	\$81.00	\$41.50

In addition to traditional audio-visual uses, it is agreed that the following shall constitute audio-visual uses:

Cable, broadcast, satellite or other delivery of programs, through instructional block feed in non-prime time which is intended for use by schools, provided that there is demonstrable curricular use of the program in schools, or as part of an accredited course (e.g., PBS' Adult Learning Service).

D. Extras / Walk-ons.

With respect to extras/walk-ons, AFTRA agrees to give consideration to reduced additional payments to extras/walk-ons under this Paragraph 6. where larger numbers of extras/walk-ons appear on a program. In any event, payment to extras/walk-ons of \$81 at the time of original engagement will permit use of programs for one three-year extended broadcast period, the initial foreign broadcast period and the initial audio-visual period (additional payments equal to those specified in Paragraphs A., B., and C. above, or of \$81 for all three [3] rights extensions).

Walk-ons and extras are those performers who do not speak any lines whatsoever as individuals, but who may be heard singly or in concert as part of a group or crowd. Whenever walk-ons or extras are required to do any special business, other than that which has been customarily performed by walk-ons and extras in accordance with the practice in television under the AFTRA Agreements, they shall be paid not less than the five (5) lines or less category.

E. Instructional Programs.

With respect to instructional programs produced primarily for school and college course curriculum use, PRODUCER may acquire seven (7) year broadcast rights and twelve

(12) year audio-visual rights by payment of the sum of **1)** the applicable day rate, **2)** one (1) additional extended broadcast payment (subparagraph **A.** above), and **3)** one (1) additional audio-visual payment (subparagraph **C.** above).

F. Direct Broadcast Satellite (DBS) Exhibition.

A program may be transmitted by Direct Broadcast Satellite (DBS) during the initial or extended exhibition periods of the program provided in Paragraph **5(E)** or **6(A)**, above, for payment of not less than the Supplemental Market participation fees set forth in Paragraph **24(B)(3)**, below. The independent transmission of a program on DBS during any period other than said periods of initial or extended exhibition of programs distributed nationally by PBS shall require, in addition to the payment of such amounts, payment of the fee set forth in Paragraph **24(B)(1)(b)**. This provision applies to programs produced under this or any prior AFTRA Public Television Agreement.

G. DTV.

The parties recognize that during the term of the Agreement public television stations will be required to program digital television bands and that it is currently contemplated that stations will engage in "multicasting," with the digital band divided into multiple signals. It is further recognized that, despite this requirement, the market for such digital broadcasts is likely to be very small and there will be a dearth of available programming. Accordingly, the parties agree that during the term of this Agreement Producer shall have the right to exhibit the programs produced under this or any prior AFTRA Public Television Agreement over DTV, provided that Performers appearing in "out of license" programming exhibited over DTV shall be compensated with a \$50 payment of such exhibition. Upon the expiration of this Agreement, the parties will address the issue of DTV anew in light of the development of the marketplace.

H. Internet Streaming.

The parties shall agree, in light of the current uncertainties regarding the economics and the future on internet program distribution, to establish an experimental period, continuing for the duration of the Agreement, during which programs (or portions thereof) produced under the current or any previous Public Television Agreement may be used on the Producer's website and on PBS and related websites and on-line services for no additional payments, provided that:

- A. Such websites and/or on-line services do not assess a charge to the consumer for viewing or downloading such programs.
- B. Upon the request of any performer, other than an extra performer, appearing in such a program, the program, or, at the Producer's option, such portion of the program that includes the performance of the requesting performer, shall be removed from the internet within a reasonable period of time. This subparagraph B shall not apply to a performer who has specifically consented to such use in writing.
- C. Not later than 45 days prior to the expiration of the Agreement, Producer shall provide to AFTRA such information as it may reasonably request to enable it to negotiate an internet provision in a successor Agreement. Provided such information is reasonably available, the information to be provided upon request shall include, but not be limited to (1) a list of programs made available on the internet; (2) the dates of such availability; (3) the number of user "hits" on such program website.

The Producers acknowledge that if the internet should become the primary medium for the exhibition of programming covered by the AFTRA National Public Television Agreement (i.e., a majority of viewers view such programming over the internet instead of through broadcast television), programming produced directly for internet for such national PBS distribution shall be subject to the terms of the Agreement. Prior to any such application, AFTRA will give notice to the Producers of its contention that the

internet has become the primary medium. Should the Producers dispute this contention, the issue shall be subject to grievance and arbitration under this Agreement.

I. When a television program produced under this or any prior Public Television Agreement is released for exhibition on commercial broadcast television, Producer shall pay to all performers originally seen or heard in the program not less than the applicable first replay fee set forth in the AFTRA Network Television Code in effect at the time of such release, based upon the applicable rate set forth in the Code then in effect. All subsequent replays shall comply with such replay formula.

J. With respect to programming produced specifically for use during pledge periods, Producer may elect a release patter of eight (8) releases over twenty-five (25) months in lieu of the standard four (4) releases over three (3) years. If the pledge release pattern is elected, extended broadcast rights may be acquired in groups of eight (8) releases over twenty-five (25) months upon payment of the fee provided under Paragraph **6.A**. Performers shall be advised of Producer's initial election of this alternative release pattern prior to engagement.

7. PROGRAM EXCERPTS AND USES.

A. Except as expressly provided in this Agreement, no excerpt, part, portion, segment, or version of any program, or edited version thereof or combination of program material, may be used in any manner or for any purpose, except that, if program time exigencies require that the original program be edited down, such edited-down program may be rebroadcast or otherwise used so long as all performers who appeared in the original program are paid their applicable additional fee.

None of the payments below may be credited against the performer's over scale compensation or individual guarantee.

1. For use of excerpt(s) from a program or series produced under this or any prior Public Television Agreement in any program for initial broadcast on public television, the Producer shall pay to the performers appearing in such excerpt(s) the applicable minimum day rate of the program from which the excerpt(s) is taken or the applicable minimum day rate of the program in which the excerpt(s) is used, whichever is higher, provided that with respect to excerpt(s) of three (3) minutes or less from programs first broadcast prior to January 1, 1993 and for excerpt(s) of more than three (3) minutes, whenever produced, that consent from each performer seen or heard in such excerpt(s) is specifically obtained, in writing, at the time of such contemplated use, it being understood that consent may not be obtained by a general clause in the performer's individual contract prior to such contemplated use. With respect to the use of excerpt(s) of three (3) minutes or less from programs first broadcast on or after January 1, 1993, such excerpts may not be used without the consent of the performers appearing in the excerpts, which consent must be obtained at the time of contemplated use hereunder unless the performer has given prior written consent. The consents referred to in this and all other subsections of this Paragraph **7.** must specifically state the uses being granted and the amount to be paid for such uses. Program rights as set forth in the Agreement and all reuse of the program (including Supplemental Markets) shall be as set forth in this Public Television Agreement.

2. For use of excerpt(s) from a program produced under this or any prior Public Television Agreement in any program for initial Audio-Visual purposes, Producer shall pay to all performers appearing in the excerpt(s) the sum of \$75.00. All other terms and conditions, including those with respect to consent, set forth in **B.1.**, above, shall apply. If and when such program is later exhibited over public television, the Producer will pay performers appearing in such

excerpt(s) the payments required under **B.1.**, above. In addition to the consent provisions contained in **B.1.**, above, if the Producer desires such rights, the consent shall specifically state that the A/V rights granted include the right to exhibit such program by cable, broadcast, satellite or other delivery, through instructional block feed in non-prime time which is intended for use by schools, provided that there is demonstrable curricular use of the program in schools, or as part of an accredited course (e.g., PBS' adult Learning Service). Program rights as set forth in the Agreement and all reuse of the program (including Supplemental Markets) shall be as set forth in this Public Television Agreement.

3. For use of an excerpt(s) from a program produced under this or any prior Public Television Agreement in a program produced for commercial broadcast television, basic cable, pay television, or video discs/video cassettes, the rates, terms and conditions shall be pursuant to the excerpt provisions of the National Code of Fair Practice for Network Television Broadcasting, provided that Producer must obtain the consent of the performers as provided in **B.1.**, above.

4. Program recordings may be used for reference, file and private audition purposes without cost. An excerpt from a program recording of not more than one (1) minute in length may be exhibited on free and public television (including basic cable) and pay television without payment to the performers for trailer and promotional purposes for a program, program series or institutional promotion, provided that specific consent for such uses, including an express reference to institutional promotions, is given by the performer. Such consent may be given at the time of initial employment. In addition, an excerpt from a program recording of not more than three (3) minutes in length may be exhibited only in the annual PBS promotional reel. Except for institutional promotions, such excerpts shall not be broadcast beyond one (1) year after the date of broadcast of the program from which originally taken, except prior to the scheduled broadcast of such program on a particular station.

5. Use of excerpt(s) in accordance with this paragraph shall not be deemed a release of the original program(s) from which the excerpt(s) is taken.

6. Nothing herein shall require additional payment to a performer in an excerpt(s), if such performer is otherwise engaged to perform services on the program in which the excerpt is utilized.

7. For compilation programs where more than seventy five percent (75%) of a program consists of excerpts for programs produced for Public Television, commercial broadcast television, basic cable or pay television, all performers seen or heard in the excerpts shall be paid not less than two (2) times the applicable minimum day rate of the program from which the excerpt(s) is taken or two (2) times the minimum day rate of the program in which the excerpt(s) is used, whichever is higher, based upon the performer's original performance category. No excerpt from a program may be used under this subparagraph **B.7.** without consent of each performer in accordance with section **B.1.**, above. Program rights as set forth in this Agreement and all reuse of the program (including Supplemental Markets) shall be as set forth in this Public Television Agreement.

8. For compilation programs as defined above produced for the video disc/video cassette market, the payment shall be as set forth in section **B.1.**, above.

9. No compensation shall be payable pursuant to this paragraph to a walk-on or extra.

8. EDITED AND REVERSIONED PROGRAMS FOR AUDIO-VISUAL USE.

If a program or closed end series produced under this or any prior Public Television Agreement is cut down and reversioned (*i.e.*, by changing the order of or combining segments), with or without new material, for A/V use, the Producer shall pay a fee of \$75.00 to all performers and \$38.50 to all extras/walk-ons appearing in the reversioned program. Program rights as set forth in the Agreement and all reuse of the program (including Supplemental Markets) shall be as set forth in this Public Television Agreement. No additional payment beyond any A/V fee provided in paragraph 6.C. shall be required where the only modification to the program for A/V use is to shorten it and add appropriate bridging material of ten (10) lines or less or new openings and closings, without changing the original title, story or theme. The use of a new subtitle will not, in and of itself, require the making of a payment under this section.

9. EDITED AND REVERSIONED PROGRAMS FOR USE ON PUBLIC TELEVISION STATIONS.

If a program or closed end series produced under this or any prior Public Television Agreement is cut down and reversioned (*i.e.*, by changing the order of or combining segments) in order to make a new program, with or without new material, for exhibition on a public television station or in Supplemental Markets, the Producer will pay to those performers appearing in the new program the applicable minimum day rate of the original program or the new program, whichever is higher. Program rights as set forth in the Agreement and all reuse of the program (including Supplemental Markets) shall be as set forth in this Public Television Agreement. This section does not apply where the only change in a program is to edit it down without changing the original title, story or theme for exhibition in a shorter time slot and where no new material is added other than bridging material of ten (10) lines or less and any changes in the opening or closing. The use of a new subtitle will not, in and of itself, require the making of a payment under this section.

10. RETAKES.

A prerecorded program or a recording of a live program or a portion thereof may be re-recorded in order to make adjustments necessitated by mechanical failure, or adjustments or corrections in performance after the date of performance; provided that such re-recording is done not later than sixty (60) days after the broadcast in the case of a live program, or sixty (60) days after the performer's final performance day in the case of a prerecorded program; and further provided that such re-recording does not conflict with the performer's other existing commitments. If the entire program, or a portion of the program is thus re-recorded, the performers involved shall be entitled to one-half the applicable one (1) day rate for up to four (4) hours of work. Any work beyond four (4) hours will require payment of the one (1) day rate for up to eight (8) hours of work, overtime thereafter. With respect to narrators only, if a retake is required for reasons other than mechanical failure and if the narrator is required to re-do substantially all of his/her performance, the narrator shall be entitled to the applicable one (1) day rate for up to eight (8) hours of work.

11. CAST CREDITS.

All persons classified as performers who speak more than five (5) lines, announcers at their option, and specialty acts, shall receive cast credit, individual and unit respectively, provided that in no event shall PRODUCER be required to give more than fifteen (15) cast credits on any program, and that on programs broadcast more than once a week, PRODUCER shall not be required to give any such performer or act credit more than once during a week. Visual credits shall be legible and shall not be superimposed over commercial slides. Such individual cast credits shall provide character identification in addition to the performer's name. No character identification shall be required when the performer plays himself or when he/she plays several roles. PRODUCER shall not be deemed to have breached this provision if cast credit is omitted due to unavoidable contingencies during the broadcast. Cast credit need be given as herein required only for appearances in the entertainment portion of the program. (This last sentence is not intended to exclude credit to commercial announcers.)

Cast credits required hereunder, if not given before the entertainment portion of the program, shall be given prior to all other personal credits (including personal credits to individuals acting

on behalf of a company), except for Producer, Director, Writer, and those outstanding personalities whose celebrated status is such that they are able to make contractual arrangements for billing that puts their credits ahead of those of the performers.

12. DOUBLING.

A. No doubling will be permitted on or off camera in the entertainment portion of any dramatic program except upon payment of the full additional applicable fee to any performer who doubles; this sentence shall not be applicable to puppet shows.

B. Multiple doubles are permitted on variety shows or when the program consists of a series of short, different episodes, such as, but not limited to, dramatized news broadcasts or historical sequences.

1. Group Singers also performing as actors on any program shall receive, in addition to their fees as Group Singers, fifty percent (50%) of the applicable performers' one (1) day rate plus the performers' straight time hourly rate for any time spent in rehearsing their parts as actors.

2. Group Dancers also performing as actors or Group Singers (including lip sync required by PRODUCER) shall be paid the amount computed in accordance with Group Dancer rates and conditions an additional fifty percent (50%) of the performers' one (1) day rate plus the performers' straight time hourly rate for any time spent in rehearsing that part.

3. Group Dancers and singers may perform as walk-ons and extras without additional compensation.

C. Participation in group noises shall not be considered a double and is permissible without additional compensation.

D. When a performer renders services in more than one (1) category on any program he/she shall receive not less than the highest applicable fee for any such category.

13. ENGAGEMENT.

Each performer shall have specific notice of the part to be played, place of rehearsal, number of guaranteed days of employment, if any, and, not later than the first reading session, rehearsal schedule (times and dates) contracted for. In addition, in the case of a live broadcast, each performer shall have specific notice of the date of broadcast (scheduled final performance day), time and place of broadcast, and time of live rebroadcast, if any; in the case of a prerecorded program, each performer shall have specific notice of his/her scheduled final performance day.

In the case of Informational/Educational programs, the total number of hours and the total number of days of work, as shown on the rehearsal schedule, shall not be reduced. However, the time of any rehearsal may be changed to another time if the performer is given twenty-four (24) hours' notice of such change in time or day, and any place of rehearsal may be changed to another place in the same city on reasonable notice; provided that any such change in time, day or place does not conflict with any *bona fide* engagement contracted for by the performer prior to the giving of such notice. PRODUCER agrees that it has notice of AFTRA's rule declaring unfair any employer guilty of an abuse with respect to "hold" and "availability" calls.

14. CANCELED INDIVIDUAL ENGAGEMENTS.

In the event the performer's engagement for the program is canceled, PRODUCER agrees, nevertheless, to pay the performer in full for all contracted time, as herein specified, except where cancellation is for gross insubordination or misconduct. PRODUCER agrees that, after the engagement is made, the risk of performer's incompetence is assumed by PRODUCER.

15. CANCELED PROGRAMS.

If the broadcast of a program is prevented by governmental regulation or order, or by a strike, or by the failure of broadcasting facilities because of war or other calamity such as fire, earthquake, hurricane, or similar acts of God, or because of the breakdown of said broadcasting facilities, due to causes beyond the reasonable control of PRODUCER (such as the collapse of the transmitter due to structural defects), Producer shall be relieved of any responsibility for the payment of compensation for the program so prevented, provided that in such case Producer shall reimburse the performer for all out-of-pocket costs necessarily incurred in connection with such program. In addition, the performer shall be paid in full, for all time worked. The same consequences shall ensue if the program time is preempted by a presidential broadcast, a news emergency or a special news event and notice of cancellation for such purpose is given to performer promptly upon such notice having been received by Producer. Where the program is canceled or prevented for any reason other than those stated above, or where insufficient advance notice has been given under the preceding sentence, Producer shall pay the performer his/her full contract price for the program so canceled or prevented.

16. NON-WAIVER OF RIGHTS.

The acceptance by a member of AFTRA, for any work or services under this Agreement, of payment or other consideration in money, by check, or in any other form, shall not be deemed a waiver by such AFTRA member, nor constitute a release or discharge by him, of such AFTRA member's rights, either under this Agreement or under any agreement subject to this Agreement, for additional compensation or of his/her contractual rights. Releases, discharges, notations on checks, cancellations, etc., and similar devices which may operate as waivers or releases shall be null and void to the extent provided for above unless AFTRA's prior written approval is first had and obtained.

17. MINIMUM SCALES.

Producer agrees that it will make no contract with any performer at terms less favorable to such performer than those contained in this Agreement without the written consent of AFTRA.

18. NO DISCRIMINATION.

A. Policy.

Producer agrees not to discriminate against any performer because of race, creed, color, national origin, sex, age, sexual orientation or disability, in accordance with applicable state and federal law. In accordance with this policy, Producer will make every effort to cast performers belonging to all groups in all types of roles, including continuing roles, having due regard for the requirements of and suitability for the role.

In accordance with the above, AFTRA reaffirms its policy of non-discrimination with respect to admission to membership, and rights of membership and Producer agrees to participate in the Joint Industry-AFTRA Committee established to administer the policies and procedures set forth in the 1963 Joint Statement of Policy. The Policy, as updated to conform to the first paragraph hereof, designed to continue and strengthen the implementation of the long-standing policy against discrimination in the employment of talent, reads as follows:

AFTRA, the employers, Producer, networks, stations, advertising agencies, independent packagers, transcription companies, phonograph recording companies, agents, managers, impresarios and others, are in agreement that the following policies and procedures will be continued and strengthened in the future:

1. Discrimination shall not be practiced against any performer, or any applicant for employment as a performer, because of race, creed, color, national origin, sex, age, sexual preference or physical disability; (a) in admission to membership in AFTRA together with all the rights and privileges of

full-membership in AFTRA as established in the AFTRA constitution; **(b)** in the publicizing of auditions and interviews; **(c)** in calling or requesting the appearance of performers for auditions or interviews; **(d)** in the hiring of performers, in the discharge or replacement of performers; **(e)** in the staging of a production; or **(f)** in any other dealings with or treatment of performers.

2. To word casting notices in such a way as not to discourage minority group members from inquiring, applying or auditioning.

3. When conducting interviews or auditions for casting purposes, representation by an agent or other performance representatives shall not be a requirement for an audition.

4. To the extent that any Producer keeps files of performers' names, pictures, resumes, *etc.*, there will be no discrimination in keeping of such files on account of race, color, creed, national origin, age, sexual orientation or physical disability.

5. To instruct all casting agents and performers' representatives to refer performers without regard to race, creed, color, national origin, age, sexual orientation or physical disability.

6. To select applicants for audition, interview and employment, and employ performers on the basis of ability without regard to race, color, creed, national origin, sex, age, sexual orientation or physical disability, subject to *bona fide* job qualifications and requirements.

7. Producer shall cast principal performers in accordance with the above policy in all types of roles, having due regard for the requirements of, and suitability for, the role, so that, for example, the American Scene may be portrayed realistically. To that end, due regard shall be given to women, minorities, performers with physical disabilities and seniors in all aspects of society. The parties agree that the Producer shall retain its exclusive creative prerogatives. In furtherance of the foregoing, the Producer shall make good faith efforts to provide audition opportunities for women, minorities, individuals with physical disabilities and seniors.

The signatories to this Statement of Policy are AFTRA, the employers, producers, networks, stations, independent packagers, transcription companies, phonograph recording companies, agents, managers, impresarios and others. Furthermore, the Policy Statement has been reviewed and agreed to by a committee representing advertisers and agencies employing and using talent in television and radio.

8. Producer shall not use any information contained on INS Form I-9 to discriminate against any performer on the basis of sex, race, age or national origin and the I-9 form will be used for the purpose for which it is intended, i.e., verifying that employee may be employed pursuant to applicable Immigration Law and will not be made available for any other purpose.

9. When a role being cast depicts a person with a specific disability, the Producer agrees to include that fact in the casting specifications so as to enhance the opportunity for performers with similar disabilities to audition for the role.

B. Data.

1. Within twenty (20) days after the end of each quarter, Producer will submit to the AFTRA National office a report on the sex, ethnicity and age of performers employed by Producer under this Agreement on all dramatic programs which have completed production during such quarter. The report will be

submitted on the form attached hereto as **Exhibit H**, it being understood that a report produced by Producer's data processing system which furnishes the same information as required in the form shall be acceptable. With respect to the data furnished on age and ethnicity, it is recognized that, while Producer shall make reasonable efforts to ascertain such information, subject to any legal restrictions applicable thereto, there may be circumstances where Producer will be unable to secure the data or vouch for its accuracy.

2. The first report to be submitted shall be for the first complete quarter following execution of this Code.

3. The data which is furnished by Producer in accordance with this subparagraph **B** shall be for the purpose of facilitating any meeting which may be requested pursuant to subparagraph **C**, and is in no way intended to abridge the Producer's creative rights in the production of the program. AFTRA shall notify all Producers of the specific department at the AFTRA National Office to which the reports shall be addressed.

4. In the event that Producer fails to submit the report within the time specified above, AFTRA may send a written notice of delinquency to the Producer requesting submission of the report within ten (10) working days of receipt of the notice.

The reports may be released only to appropriate AFTRA staff and to AFTRA members who will be participating with the Producer pursuant to subparagraph **C**, and shall not be released to others without the express written consent of the Producer.

If there is a substantial breach of this subparagraph **4**, with respect to any individual quarterly report, or in the event there is a dispute as to whether or not a substantial breach has occurred, the matter may be referred to arbitration.

C. Meetings with Producer Representatives.

If the Union or Producer has information which is the basis for a genuine concern that the policies expressed in this Paragraph are being violated, either party may request, on ten days notice, a meeting to discuss any matter relating to discrimination, fair employment, the policy expressed herein, its further implementation, that data submitted or any other matter relevant to equal employment opportunity for performers.

If the Producer is an official with responsibilities for matters involving equal opportunity, the Union's request for a meeting shall be referred to such person who shall then be responsible for arranging the meeting with the appropriate Producer representatives. If the Producer has no such person on staff, the Producer will designate such a person for the purpose of arranging the requested meeting, and the Union will be notified in writing of the person so designated.

Representatives at the meetings will include the Company's senior labor relations and programming officials and persons responsible for developing story lines and casting, typically including executive producers, head writers, and where applicable, casting directors.

The ten (10) day notice may be given at any time but may not be given more often than once each quarter.

A party's alleged failure or refusal to participate in a meeting required by this subparagraph 18C shall be subject to the grievance and arbitration procedure.

D. Arbitration.

Except as provided in subparagraph **B.** above, the matters covered in this paragraph are not subject to the provisions of Paragraph 19.

E. Stunt Performers.

When applicable, and with due regard to the safety of cast, crew and other persons, women and minorities shall be considered for stunt doubling roles and for scripted stunts on a functional nondiscriminatory basis.

Producer shall endeavor to cast performers with physical disabilities for scripted stunts for which they are qualified and with due regard for safety, in roles portraying their particular disability such as wheelchair stunts or stunts involving the use of other adaptive devices, *e.g.*, crutches, prostheses, etc. The media office of the California Foundation on Employment and Disability Inc. is among the resources that can be utilized in ascertaining the availability of such performers.

When the stunt performer doubles for a role which is identifiable as female and/or Black, Hispanic, Asian Pacific or Native American and the race and/or sex of the double are also identifiable, Producer shall endeavor to cast qualified persons of the same sex and/or race involved. The Producer should endeavor to identify and recruit qualified minority and female stunt performers prior to the commencement of production.

19. ARBITRATION.¹

A. All disputes and controversies of every kind and nature whatsoever between Producer and AFTRA or any member of AFTRA or person covered hereunder arising out of or in connection with this Agreement, and any contract or engagement (whether over scale or not, and whether at the minimum terms and conditions of this Agreement) in the field covered by this Agreement as to the existence, validity, construction, meaning, interpretation, performance, non-performance, enforcement, operation, breach, continuance or termination of this Agreement and/or such contract or engagement shall be submitted to arbitration in accordance with the following procedure and shall be conducted under the Voluntary Labor Arbitration Rules then obtaining of the American Arbitration Association, except as otherwise provided herein.

B. AFTRA, Producer, the AFTRA member concerned (with the written consent of AFTRA endorsed upon the demand for arbitration) or the person concerned (not an AFTRA member) may demand such arbitration in writing. Within three (3) days after such demand, the parties shall attempt to mutually agree upon the designation of an arbitrator. If they are unable to do so, AAA rules for the selection of arbitrators shall apply, provided that each party shall have the right to strike one proposed panel. Each party shall bear its own arbitration expenses and one-half (½) the fees of the arbitrator.

C. The hearing shall be held on two (2) days' notice and shall be concluded within fourteen (14) days, unless otherwise ordered by the arbitrators. The award of the arbitrators shall be made within seven (7) days after the close of the submission of evidence. An award agreed to by a majority of the arbitrators so appointed shall be final and binding upon all parties to the proceedings during the period of this Agreement, and judgment upon such award may be entered by any party in the highest court of the forum, state or Federal, having jurisdiction.

D. The parties agree that the provisions of this paragraph shall be a complete defense to any suit, action or proceeding instituted in any Federal, state or local court, or before any administrative tribunal, with respect to any controversy or dispute which arises

¹ See Note at end of clause.

during the period of this Agreement and which is, therefore, arbitrable as set forth above. The arbitration provisions of this Agreement shall, with respect to such controversy or dispute, survive the termination or expiration of this Agreement.

E. AFTRA shall be an *ex officio* party to all arbitration proceedings hereunder in which any person is involved, and AFTRA may do anything which a person named in such proceeding might do. Copies of all notices, demands, and other papers filed by any party in arbitration proceedings, and copies of all motions, actions or proceedings in court following the award, shall be promptly filed with AFTRA.

F. Nothing herein contained shall be deemed to give the arbitrators the authority, power or right to alter, amend, change, modify, add to or subtract from any of the provisions of this Agreement.

NOTE: THIS CLAUSE NOTWITHSTANDING, IF PRODUCER HAS AN EXISTING ARBITRATION CLAUSE (OR LATER ADOPTS ONE) WITH AN AFTRA LOCAL, THIS CLAUSE IS DEEMED TO BE SUPERSEDED THEREBY.

20. NO STRIKE - NO LOCKOUT.

A. During the term of this Agreement, AFTRA agrees, and so long as Producer performs its obligations under this contract, it will not authorize nor call a strike against Producer as to the persons covered by this Agreement in the field covered by this Agreement, and members of AFTRA will be ordered by AFTRA to perform their contracts with Producer. During the term of this Agreement, Producer agrees that there shall be no lockout.

B. Producer agrees that, in the event AFTRA members, performing on a station or stations, are on strike, Producer will not require AFTRA members to render services on programs produced by Producer (as defined in Paragraph 2.) in excess of the number of programs normally made available by Producer to such station or stations where such excess number of programs is designed to replace or supplement programs which would, in the absence of such strike, be produced by such station or secured by the struck station from other than Producer.

21. UNION SHOP.

It is agreed that, during the term of this Agreement, Producer will employ and maintain in its employment only such persons covered by this Agreement, pursuant to Paragraph 3 hereof, as are members of the American Federation of Television and Radio Artists in good standing or as shall make application for membership on the thirtieth (30th) day following the beginning of employment hereunder or the date of execution of this Agreement, whichever is the later, and thereafter maintain such membership in good standing as a condition of employment.

In the event the Labor Management Relations Act, 1947, is repealed or amended so as to permit a stricter union security clause, the above provision shall be deemed amended accordingly. The Provisions of this paragraph are subject to said Act.

AFTRA agrees that it is and will continue to be an open union, and that it will keep its membership rolls open and will admit to membership all eligible persons engaged for programs produced by Producer. AFTRA agrees not to impose unreasonable entrance fees or dues.

Producer shall notify the AFTRA office no later than the time of hiring, or forty-eight (48) hours in advance of the first rehearsal session, whichever is later, of the names of performers to be used on all programs covered by this Agreement, except where the circumstances do not allow sufficient time to give such notice.

22. SEPARABILITY.

If any clause, sentence, paragraph, or part of this Agreement, or the application thereof to any person or circumstances, shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement, but shall be confined in its operation to the clauses, sentence, paragraph, or part thereof directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be our intent that this Agreement would have been accepted even if such invalid provisions had not been included.

23. STANDARD CLAUSE FOR INDIVIDUAL CONTRACT.

Every contract between Producer under this **1998-2002 National AFTRA Public Television Agreement** and any artist shall be deemed to contain the following clause:

Notwithstanding any provision in this contract to the contrary, it is specifically understood and agreed by all parties hereto:

A. That they are bound by all the terms and provisions of the **1998-2002 National AFTRA Public Television Agreement**. Should there be any inconsistencies between this contract and the said Agreement, the said Agreement shall prevail; but nothing in this provision shall affect terms, compensation, or conditions provided for in this contract which are more favorable to members of AFTRA than the terms, compensation, and conditions provided for in said Agreement.

B. That the artist is covered by the provisions of Paragraph **28.** of said **National AFTRA Public Television Agreement** which deals with contributions to the AFTRA Health and Retirement Funds.

C. That the artist is, or will become, a member of AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS in good standing, subject to and in accordance with Paragraph **21** of said Agreement.

D. All disputes and controversies of any kind and nature arising out of, or in connection with, this contract shall be determined by arbitration in accordance with the procedure and provisions of the **1998-2002 National AFTRA Public Television Agreement** (except as provided to the contrary by Paragraph **19.** thereof).

24. LIMITATION ON USE AND SUPPLEMENTAL MARKETS.

The program release referred to in paragraph **5.E.** (Compensation), above permits broadcast only over public television stations and systems in the United States and Canada, plus **1)** video-tape re-recordings at the time of broadcast for classroom use during the period within one year of the television release; **2)** relay and extension of public television broadcast over "booster" and "translator" facilities and/or closed-circuit, CATV-antenna and other CATV systems; and **3)** broadcast over commercial television stations in geographical areas in which not broadcast by public television stations, or **4)** carriage on a cable system on a strictly sustaining basis in an area in which not broadcast by a public station (or in an area in which it is so broadcast if the terms of **Sideletter 3** are met), so long as on a sustaining basis only and with no commercial announcements (local or otherwise) from the beginning to the end of the program broadcast.

Programs produced under this or any prior Public Television Agreement are eligible for entry into Supplemental Markets as hereafter defined provided Producer has obtained consent as provided for in this Paragraph **24.B.1.** (Limitations on Use and Supplemental Markets).

A. Definition of Supplemental Markets.

The term "Supplemental Markets," as used in this Agreement, means only: the exhibition of television programs by means of cassettes (to the limited extent provided in subparagraph **1.** below), Pay Television, Basic Cable (except where such exhibition is part of the public television release pursuant to Section **5.E.** or **Sideletter 3**), or, in the limited

circumstances set forth in **A.4.**, below, on a non-English speaking free television station, as those terms are hereafter defined in this Paragraph, and the exhibition of television programs on any commercial or common carrier, such as but not limited to commercial airlines, trains, ships, and buses (referred to herein as "In-Flight").

1. Cassettes.

For the purpose of this Agreement, a cassette is any audio-visual device, including without limitation, cassette, cartridge, disc, phonogram, or any other similar or dissimilar audio-visual device now known or hereafter devised, containing a program (recorded on film, disc, tapes or other material) which may be used for exhibition on a home-type television screen. The sale or rental of cassettes for exhibition on a home-type television screen in the home or in other closed-circuit use, such as in hotel rooms, constitutes the "Supplemental Market" for the purpose of this Agreement. The foregoing definition does not include the exhibition of a television program by cassette over a television broadcast station or in theatrical exhibition, and no rights to so use are granted to Producer by reason of such exclusion.

2. Pay Television.

"Pay Television" (also known as Pay Cable), as used in this Agreement, means exhibition on a home-type television screen by means of telecast, cable, closed circuit, or CATV where substantially all systems in which the program is licensed meet the following tests:

a. Where a separate channel is provided for which the subscriber pays a separate fee (which fee is a major charge relative to other charges made to the subscriber) for that channel; and/or

b. Where the subscriber pays for each program he/she selects (except that a program he/she selects for which only a token charge is made shall not be considered a Pay Television program); and/or

c. Where the subscriber pays a fee for an encoded telecast or telecast which fee is a major charge relative to other fees paid for encoded telecasts. It is expressly understood that "Pay Television" does not include theatrical exhibition and does not include methods such as community antennas and community television systems when used to supplement free television transmission.

3. Basic Cable.

"Basic Cable," as used in this Agreement, means one or more basic cable systems which do not meet the definition of Pay Television (as set forth in paragraph **A.2.** above) and wherein the release on Basic cable is a separate release and not part of a free television broadcast. A basic cable release is not a supplemental market release where such release constitutes a public television release pursuant to Section **5.E.** or **Sideletter 3.**

It is expressly understood that "Basic Cable" does not include theatrical exhibition and does not include methods such as community television systems when used to supplement free television transmission.

4. Non-English Speaking Free Television Exhibition.

Supplemental Markets as used in this Agreement shall include the release on a free television broadcast station which broadcasts primarily in a language other than English of a program originally produced in English under a Public Television Agreement which has been dubbed in the non-English language, provided that the performers who did the dubbing were paid for such work under the then applicable Public Television Agreement and the original English

speaking performers are not heard in the dubbed version. The Supplemental Market fees to be paid for such a release shall be the same as those set forth in Paragraph **B**, below, for programs which commenced production on or before November 16, 1983.

B. Supplemental Market Fees.

1. In order for a program to be sold in any supplemental market, Producer must:

a. Have included a consent to enter the program in such a market in the performer's contracts or obtained such consent in writing thereafter; and

b. Pay the differential between what the performer was paid under this PTV Agreement and eighty percent (80%) of the then current minimum fee in the applicable AFTRA commercial agreement.

2. Over Scale payments, to the extent consented to, may be credited against the differential due under **B.1.b.**, above.

3. a. As to each Informational/Educational program within the scope of Paragraph **A.**, above, which is released in Supplemental Markets, except for programs subject to subdivision **b.** below, Producer will pay for the benefit of the performers on such programs two percent (2%) of the Distributor's gross receipts in perpetuity (as hereinafter defined); provided, that if only one (1) performer is engaged on such program, the payment shall be one percent (1%) of the Distributor's gross receipts in perpetuity and if such sole performer is an announcer speaking ten (10) lines or less in the opening or closing, such payment shall be one half percent (.5%) of Distributor's gross receipts in perpetuity. Such two percent (2%) payment shall be for the benefit of all performers on the program, except for walk-ons and extras. The two percent (2%) payment shall be distributed *pro rata* to the performers on the basis of a two-to-one ratio for principal performers against other performers. Distribution of the *pro rata* payments shall be made either directly to the performers by the Producer or to AFTRA for distribution to the performers as the parties may mutually determine. With respect to any program covered by this Agreement released for Supplemental Markets use, contributions shall be made to the AFTRA Health and Retirement Funds equal to eleven percent (11%) of the Supplemental Markets fees payable under this paragraph. With respect to Educational/Informational programs which commenced production on or before November 16, 1983, the two percent (2%), one percent (1%) and one half percent (.5%) payments referred to above shall be three and six-tenths percent (3.6%), one and eight-tenths percent (1.8%) and nine-tenths percent (.9%), respectively, of Producer's gross in perpetuity, which amount shall include Health and Retirement contributions.

b. As to cultural/entertainment programs within the scope of Paragraph **A.**, above, which are released in Supplemental Markets, Producer will pay for the benefit of the performers on such program an amount equal to three and six-tenths percent (3.6%) of the Distributor's gross receipts in perpetuity (as hereinafter defined), which amount shall include health and retirement contributions; provided that if only one performer is engaged on such program, the payment shall be one and eight-tenths percent (1.8%) of Distributor's gross receipts in perpetuity and if such sole performer is an announcer speaking 10 lines or less in the opening or closing, such payment shall be nine-tenths percent (.9%) of Distributor's gross receipts in perpetuity. Such three and six-tenths percent (3.6%) payment shall be for the benefit of all performers on the program except for walk-ons and extras. That portion of the payment which is not allocated to

health and retirement contributions shall be distributed to the performers in accordance with the distribution set forth in subparagraph B.3., above. With respect to Cultural/Entertainment programs which commenced production on or before November 16, 1983, the three and six-tenths percent (3.6%), one and eight-tenths percent (1.8%) and nine-tenths percent (.9%) payments referred to above shall be four and one-half percent (4.5%), two and one-quarter percent (2.25%) and one and one-eighth percent (1.125%), respectively, of Producer's gross in perpetuity, which amount shall include Health and Retirement contributions.

4. Upon the sale, transfer, assignment, license, lease, or other disposition by Producer of its right to exhibit a television program in Supplemental Markets, Producer shall not be responsible to AFTRA or to any performers for any payments thereafter due with respect to Supplemental Market use or for a breach or violation of this Agreement by such transferee, if Producer, in its agreement with such transferee, entered into an agreement (hereinafter referred to as an "assumption agreement") substantially in the following form:

" _____ hereby agrees with
(insert name of transferee)
_____ that all recorded
(insert name of Producer)

programs covered by this agreement are subject to the **1998-2002 AFTRA National Public Television Agreement**. Transferee hereby agrees expressly for the benefit of AFTRA, as representative of the performers affected thereby, to make the additional compensation payments for Supplemental Markets use subsequently incurred and required by said Agreement and all Social Security, withholding, unemployment insurance and disability insurance payments and other payments required of employers by law with respect to such additional compensation, and all appropriate contributions to the AFTRA Health and Retirement Funds required under the provisions of said Agreement with respect to such additional compensation, and to comply with the provisions of said Agreement with respect to the use of such recorded programs and required records and reports. It is expressly understood and agreed that the rights of transferee to exhibit such recorded programs in Supplemental Markets shall be subject to and conditioned upon the prompt payment to the performers involved of additional compensation as provided in said Agreement, and AFTRA shall be entitled to injunctive relief, in the event such payments are not made."

5. Producer is not obligated to require any transferee to enter into said assumption agreement as a part of transfer arrangements; provided that, if the transferee does not, Producer shall continue to be liable for all payments to AFTRA and performers with respect to Supplemental Use.

C. **Definition of Distributor's Gross Receipts.**

1. In applying the formula set forth in this Section for calculating Supplemental Market fees, Distributor's gross receipts shall be included in the formula at one hundred percent (100%) of the actual amount of such gross receipts.

2. As used herein, the term "Distributor's gross receipts" shall mean the absolute gross income received by all Distributors (as hereinafter defined) of such television program from the Supplemental Market use thereof anywhere in the world, the income received from such sale by such Distributor but not the income received by the "purchaser" or the "licensee." "Distributor," as used in this Agreement, shall mean Producer when it distributes such program for Supplemental Market use through its own distribution facilities and all other

Distributors engaged by Producer to distribute such program for Supplemental Market Use.

It is recognized that the method of distributing cassettes may not be similar to the method of distributing theatrical motion pictures in television. However, for the purpose of determining the amounts payable to performers for cassette distribution of television programs, it is the intent of the parties that the basis for determining Distributor's gross from cassette distribution shall be comparable to the basis used for determining the Distributor's gross receipts from the distribution of theatrical motion pictures in television. For example, gross receipts from cassettes sold at the retail level would not be Distributor's gross receipts hereunder. As a further example, if Producer itself acts as a distributor and retailer, a reasonable allocation of the retail gross receipts shall be made as between Producer as distributor and Producer as retailer, and only the former shall be deemed to be Distributor's gross receipts hereunder. The reasonableness of such allocation shall be subject to arbitration and, in such arbitration, generally prevailing trade practices in the cassette distribution industry with respect to dealings between non-related companies, shall be relevant evidence.

3. The Distributor's gross receipts shall not include:

a. Sums realized or held by way of deposit as security, until and unless earned, other than such sums as are non-returnable;

b. Rebates, credits or repayments for cassettes returned (and in this connection Producer shall have the right to set up a reasonable reserve for returns);

c. Sums required to be paid or withheld as taxes, in the nature of the turnover taxes, sales taxes or similar taxes based on the actual receipts of such programs, or any monies to be remitted to or by Producer or such other distributor; but there shall not be excluded for Distributor's gross receipts any net income tax, franchise tax or excess profit tax, or similar tax payable by Producer or such Distributor on its net income or for the privilege of doing business;

d. Frozen foreign currency until Producer shall either have the right to freely use such foreign currency, or Producer or Distributor has the right to transmit to the United States to Producer or Distributor such foreign currency from the country or territory where it is frozen. If such currency may be utilized or transmitted as aforesaid, it shall be deemed to have been converted to United States dollars at the rate of exchange at which such currency was actually transmitted to the United States as aforesaid, or if not actually transmitted, then at the prevailing free market rate of exchange at the time such right to use or to transmit occurs. Frozen foreign currency shall be deemed to be unblocked on the basis of "first in, first out" unless otherwise allocated by local foreign fiscal authorities. Allocation of such unblocked funds as between revenue which serves as the basis of determining payments hereunder and other revenue, shall be on a proportional basis, subject to different earmarking by local foreign fiscal authorities.

D. Allocation of Gross Receipts.

If any agreement for distribution in the Supplemental Market includes more than one program, or includes both Supplemental Market rights and other rights, Producer shall make a reasonable allocation for the purpose of determining payments due hereunder. If AFTRA contends that such allocation is not reasonable, then such claim may be submitted to arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

E. Time of Payment and Reports.

Payments of any Supplemental Market fees due under this Agreement shall be made quarterly on the basis of quarterly statements. Payments shall continue as long as gross receipts are realized from the distribution. Producer shall furnish to AFTRA written quarterly reports showing Producer's gross receipts, in accordance with the foregoing, from distribution of programs in Supplemental Markets. AFTRA shall have the right, at reasonable times, to examine the books and records of Producer insofar as they relate to Producer's gross receipts from distribution in Supplemental Markets.

Producer shall furnish to AFTRA, promptly upon the release of any program to Supplemental Markets, information including the name, length and date of production of the program and a complete program cast list of performers covered by this Agreement, their Social Security numbers and a description of the services rendered by each.

Within a reasonable time after the expiration of each calendar quarter, but not exceeding sixty (60) days, Producer will furnish or cause to be furnished to AFTRA a written report showing the gross receipts during the preceding quarter from the distribution of each such television program by Producer in Supplemental Markets with respect to which Producer is required to make payments hereunder (whether distributed by the Producer or through another Distributor), showing the date of first exhibition in any Supplemental Market and, concurrently with the furnishing of such written report, Producer shall make the payment thereby shown to be due. If the Producer shall fail to pay such additional compensation when and as the same becomes due and payable, the Producer shall pay a late-payment penalty of one and one-half percent (1.5%) per month on the unpaid balance commencing to accrue from the date of the delinquency.

No such reports need be furnished with respect to any periods during which there were no such gross receipts. An inadvertent failure to comply with the reporting provisions of this subsection shall not constitute a default by the Producer hereunder, provided such failure is cured promptly after notice thereof is received by the Producer from AFTRA.

F. Assignment of Rights.

It is agreed that the rights of performers to compensation for the Supplemental Markets use of a program in accordance with the terms of this Agreement shall not be affected by any sale, assignment, pledge, hypothecation, or other transfer of the recording of the program, or by any attachment, garnishment, bankruptcy, assignments for benefits of creditors, probate, or any other legal proceeding involving the Producer or his/her successors in interest. Accordingly, it is expressly agreed that the right of any Producer hereunder to use a recording of any program pursuant to this Agreement is subject to the condition precedent of the payment of all fees required by this Agreement and that:

1. Any person acquiring all or part of the property rights of said Producer in such recording by voluntary assignment shall do so subject to the same conditions precedent; and
2. In the event of any involuntary assignment, whether by operation of law, or otherwise, the Producer's rights in such recording shall be deemed personal and non-assignable, and no assignee thereof shall acquire any right to use such recording; provided, however, that AFTRA agrees to permit the assignee, in the event of an involuntary assignment, whether by operation of law or otherwise, to exercise all rights hereunder upon payment to the AFTRA performers in the program of all fees that may be due or become due to then hereunder; and, further, that the assignee shall be deemed to have full title to said recording upon his/her executing an agreement with AFTRA whereby said assignee assumes the obligation of the debtor to the AFTRA performers. Producer agrees to incorporate the terms of this paragraph in any transfer of his/her interest in recording and to

require the same undertaking on behalf of his/her successors and assigns in interest.

3. The performer shall have the right to apply for and secure an injunction against any Supplemental Market use of a program containing the performer's services in the event the requirements of this Agreement are not satisfied, and, more particularly, in the event all payments provided for herein (or in the performer's agreement with the Producer) are not made.

25. INDIVIDUAL CONTRACTS BEYOND TERM OF AGREEMENT.

Producer agrees that every contract (now or hereafter made) between it and every person covered hereunder shall be deemed to contain the following clause:

“In the event your individual contract is of longer duration, than the said National AFTRA Public Television Agreement, then, for such period of duration and until a new Agreement is agreed to, we covenant not to bring or maintain any action or proceedings against you, because you refrain from rendering your services under this contract by reason of any strike or work stoppage (whether partial or complete) called or ordered by AFTRA. In such event, Producer covenants (a) that neither AFTRA nor any of its representatives shall be deemed to have induced you to breach this contract, and (b) that, for the direct benefit of AFTRA and its representatives, we will not bring or maintain any action or proceedings against them, or any of them, based upon or arising either out of the existence of this contract or out of your failure to render services under this contract. Upon the resumption of work after such strike or stoppage, all the terms and conditions of this contract shall be reinstated for the balance of the term hereof; provided, however, that, if a collective bargaining agreement covering work of the type provided for herein is signed by us, you will, from and after the effective date provided for in such agreement, receive the benefit of any applicable provisions of such agreement which may be more favorable to you than the terms of this contract. We further agree that your obligations hereunder shall be subject and subordinate to your primary obligation to AFTRA to obey its rules and orders.”

The provisions of this paragraph shall survive the expiration or cancellation of this Agreement as to all such contracts with AFTRA members in existence while this Agreement is in effect.

26. EXISTING CONTRACTS MODIFIED.

Producer agrees, for the benefit of AFTRA and all performers employed by any Producer directly or indirectly, that existing contracts with all performers are hereby modified in accordance herewith, but no terms, wages or hours now had by any such performers which are more favorable to such performers than the terms, wages or hours herein specified shall be deemed so modified. If there are any other contracts between or among the Producers to this Agreement or with AFTRA or any member or members of AFTRA, which require performers to work under terms, wages or conditions less favorable to such performers than this Agreement, then, notwithstanding such contracts, it is agreed that this Agreement shall, nevertheless, apply for the benefit of all such performers and of AFTRA.

27. RIGHTS TO FUTURE COMPENSATION - TRANSFER OF RIGHTS.

It is the intention of the parties that the rights of persons to future compensation for the reuse of recordings made in accordance with the terms of this Agreement shall not be affected by any sale, assignment, pledge, hypothecation, lease or other transfer of the recording, or by any attachment, garnishment, bankruptcy, assignment for benefit of creditors, probate, or any other legal proceeding involving Producer or its successor in interest. Accordingly, it is expressly agreed that the right of Producer or any individual, company, corporation, or other entity succeeding to Producer's rights hereunder to reuse any recording made hereunder is subject to the conditions precedent of the payment of all fees required by this Agreement and that:

A. Any individual, *et al.*, acquiring all or part of the property rights as described above in such recordings by voluntary assignment shall do so subject to the same conditions precedent; and

B. In the event of any involuntary assignment, whether by operation of law or otherwise, the individual's, *et al.*, right in such recordings made hereunder shall be deemed personal and non-assignable, and no assignee thereof shall acquire any right to the reuse of such recordings; provided, however, that AFTRA agrees to permit the assignee in the event of an involuntary assignment, whether by operation of law or otherwise to exercise all reuse rights upon payment to the AFTRA members of reuse fees that may be due to them hereunder; and further, the assignee shall be deemed to have full title to the said recordings upon his/her executing an agreement with AFTRA whereby said assignee assumes the obligation of the debtor to the AFTRA member who performs on the said recordings. Every individual, *et al.*, hereunder agrees to incorporate in any transfer of his or its interest in a recording the terms of this section and to require the same undertaking on behalf of his or its successor in interest.

Upon the sale, transfer, assignment, license, lease or other disposition by Producer of its television rights in any recorded program produced by it under this Agreement, Producer shall not be responsible to AFTRA or to any performers for any payments thereafter due with respect to replays, re-runs, or foreign telecasting or for a breach or violation of this Agreement by such transferee, if Producer, in its agreement with such transferee, has included a provision made expressly for the benefit of AFTRA as representative of the performers involved requiring such transferee to comply with all of the provisions of this Agreement with respect to such recorded program and if AFTRA approves, in writing, the financial responsibility of the transferee. Such assumption agreement shall be substantially in the form prescribed in paragraph 24.B.4., above.

28. HEALTH AND RETIREMENT.

A sum equal to twelve percent (12%) of the gross compensation paid to persons covered by this Agreement shall be paid by Producer to the AFTRA Health and Retirement Funds as established under and pursuant to the provisions of the AFTRA Health and Retirement Funds Agreement and Declaration of trust dated November 16, 1954 (a copy of which has been supplied to Producer) as the same may be amended from time to time, and to the AFTRA Individual Account Plan.

Eleven per cent (11%) of the twelve per cent (12%) rate of contribution shall be allocated to the AFTRA Health and Retirement Funds, and one per cent (1%) of the twelve per cent (12%) rate of contribution shall be allocated to the AFTRA Individual Account Plan.

The Trustees of the AFTRA Health and Retirement Funds (the "Funds") shall be authorized to allocate contributions made to the Funds hereunder between the Health Fund and the Retirement Fund in amounts (expressed in dollars or percentages) that they may consider necessary and appropriate; provided that no amount which has already been paid into the Retirement Fund may be subsequently transferred to the Health Plan, except as permitted by law. The Producer understands and acknowledges that the Trustees of the Funds have always had such authority under prior agreements.

B. AFTRA INDUSTRY COOPERATIVE FUND

The Producers shall contribute one-tenth of one percent (.1%) of gross compensation to the AFTRA Industry Cooperative Fund, the proceeds of which are earmarked for the administration of programs intended to benefit performers.

C². With respect to any agreement for the services of a performer (f/s/o agreement), including services covered by the National AFTRA Public Television Agreement, to be furnished by a "loan-out company" (i.e., a corporation which is controlled by the performer and which furnishes performer's services to others under an f/s/o agreement), payments into the AFTRA Health and Retirement Fund (hereinafter "contributions") shall be governed by the following:

- 1.** In its f/s/o agreement with the loan-out company, the Producer shall separately state the compensation applicable to services covered by the **National AFTRA Public Television Agreement**.
- 2.** If other than AFTRA covered services are involved and an amount is allocated to such other services, the Producer shall notify AFTRA of the amount allocated to the AFTRA covered services. If AFTRA disputes the amount allocated to the AFTRA covered services, the parties will discuss what the appropriate allocation of such compensation shall be. If, after such discussions, AFTRA does not agree on the appropriate allocation, then either party may submit the matter, as it relates to pension and welfare contributions only, to arbitration in accordance with the provisions of this Code.
- 3.** Contributions shall be based on the amount the Producer pays the loan-out company for furnishing the performer's AFTRA covered services.
- 4.** The loan-out company shall have the obligation to make the contributions; provided, however, that the Producer and the loan-out company may enter into an agreement which provides that the Producer shall pay such contributions directly to the AFTRA Health and Retirement Fund and notify the AFTRA National Executive Director of such agreement and such payment shall be made by Producer without notice from AFTRA or the Fund.
- 5.** If the loan-out company does not pay contributions within ten (10) business days following the date they become due, AFTRA or the Plan shall give written notice to the Producer within a reasonable period thereafter and the Producer, as agent for the loan-out company, shall pay the contributions within ten (10) business days after receiving such notice.

29. STUNT PERFORMERS.

A. Stunt Performers Standard Form Contracts.

Standard form employment contracts in an appropriate form for television shall be created incorporating appropriate provisions for stunt performers,

B. Additional Stunt Work.

In the event stunt work is required by Producer beyond that which was agreed to by the stunt performer, the stunt performer shall have the right to negotiate additional compensation for the additional work required.

1. Changes required prior to performance.

If such required change occurs prior to the taping or televising of the stunt, the stunt performer shall advise the Producer before the stunt in question is taped or televised if the performer wishes to negotiate additional compensation for the

² Section C. of Article 28 shall apply only to an agreement for the services of a performer (f/s/o agreement), as defined above, or negotiated renewal thereof, which commences on or after the first day of the month following the execution of this Code.

additional work required. Such negotiation may occur either before or after performance of the stunt; however, it is expressly agreed that the production shall not be delayed for the purpose of first determining the compensation for the stunt.

2. Changes Required During Performance.

If the Producer requires such a change during the taping or televising of a stunt, the stunt performer shall advise the Producer at the earliest reasonable time after completion of such stunt that he/she wishes to negotiate additional compensation for the additional work and shall have the right to do so negotiate such additional compensation after the stunt is taped or televised.

C. Stunt Performers - Sanitary Wardrobe.

Stunt Performers shall not be required to wear wardrobe that has not been properly cleaned after prior use by another person.

D. Protecting of Stunt Performer Safety.

1. All reasonable requests and requirements for safety equipment in connection with performance of stunts shall be complied with by Producer or Producer's representatives on the set or location.
2. Equipment provided by Producer, for example, autos, cycles, wagons, *etc.*, shall be in suitable repair for the safe and proper performance of the stunt.
3. If there is a change in a planned stunt which makes it substantially more dangerous, the stunt performer may refuse to perform the stunt as changed.

E. Stunt Driving Guidelines.

When a person appears on camera in a dramatic program while driving a vehicle and the following conditions are anticipated, such person shall be treated as a stunt performer:

1. When any or all wheels will leave the driving surface.
2. When tire traction will be broken *e.g.*, skids, slides, *etc.*
3. Impaired Vision -When the driver's vision will be substantially impaired by:
 - a. Dust;
 - b. Spray (when driving through water, mud, *etc.*);
 - c. Blinding lights;
 - d. Restrictive covering of windshield;
 - e. Any other condition which will substantially restrict the driver's normal vision.
4. If the speed of the vehicle will be greater than normally safe for the conditions of the driving surface, or when other conditions such as obstacles or difficulty of terrain will exist or off-road driving other than normal low-speed driving for which the vehicle was designed will occur.
5. When any aircraft, fixed-wing or helicopter, will be flown in close proximity to the vehicle, creating hazardous driving conditions.
6. When, for safety reasons, a principal performer is doubled on-camera as a driver or a passenger in a vehicle, the double shall be treated as a stunt performer.

7. Whenever it is anticipated that high speed or close proximity of two (2) or more vehicles will create conditions dangerous to an on-camera performer, such on-camera performer shall be treated as a stunt performer.

30. HAZARDOUS PERFORMANCES.

A. No performer shall be required without his consent to take part in hazardous action or work under hazardous conditions. A performer taking part in hazardous action or working under hazardous conditions shall be paid additional compensation of \$100.00 per pro- gram. The parties to this Code agree as a matter of policy that performers employed hereunder shall, to the extent possible, not be placed in circumstances hazardous or dangerous to the individual. This Paragraph **A.** shall not apply to specialty acts in the performance of their specialty where the nature of such act is hazardous, or to stunt persons.

B. The performer's consent shall be a requisite precondition to performing stunts or other hazardous activity, and shall be limited to the stunt or activity described to the performer at the time consent is given. In particular:

1. Where script or non-script stunts or stunt-related activity is required of a performer by a Producer, an individual qualified by training and/or experience in the planning, setting up and performance of the type of stunt involved shall be engaged and present on the set. No performer shall be requested to perform a stunt or stunt-related activity without the opportunity for prior consultation by the performer with such individual.
2. No performer shall be requested to work with an animal which a reasonable person would regard as dangerous in the circumstances, unless an animal handler or trainer qualified by training and/or experience is present.
3. No performer shall be rigged with any type of explosive charge of any nature whatsoever without the use of a qualified special effects person.
4. Producer shall exercise care, including prior testing of equipment (breakaway props, etc.) during rehearsal, to avoid injury to the performer. Any Producer who has a studio and is responsible for production facilities (for himself or other producers hereunder) shall post at the main switchboard or reception desk and in each studio in use a panel of qualified physicians (where State law permits) with their names, addresses, and telephone numbers, who are readily available and on call in case of accident.

C. Producer shall grant all performers engaging in scripted or non-scripted stunts adequate training time in the use of dangerous props and instruct performers in the use of props where necessary. Time spent in training in the use of props shall be treated as rehearsal time. At no time shall Producer attempt to coerce the performer to engage in a hazardous stunt or action.

D. A person qualified under the circumstances to administer medical assistance on an emergency basis shall be present or readily available at all rehearsals and all performances during which hazardous actions or work under hazardous conditions is planned. In the event Producer does not have such qualified person present or readily available, the performer(s) concerned or AFTRA may request that such a person be present or readily available, which request may not be unreasonably denied. AFTRA or the performer(s) may likewise request in certain situations that said qualified person be present and not merely readily available.

E. In any instance in which fire is to be used in special effects, adequate fire safety precautions will be taken and, where warranted, an individual(s) qualified in fire control techniques will be present in order to provide for the safety of the performers.

31. GUIDELINES - EMPLOYMENT OF MINORS.

A. The parties hereto, recognizing the special situation that arises when minors are employed, have formulated the following guidelines with respect to minors employed under this Code, to ensure that:

- 1.** The performance environment is proper for the minor;
- 2.** The conditions of employment are not detrimental to the health, education and morals of the minor.

It is the intent of this provision that the best interests of the minor be the primary consideration of the parent/guardian and the adults in charge of production, with due regard to the age of the minor.

For the purposes of this paragraph, a minor is a person fourteen (14) years of age or younger.

B. Interviews and Tests.

Calls for interviews and individual voice and photographic tests, fittings, wardrobe tests, makeup tests, production conferences, publicity and the like for children of school age shall be after school hours, provided such calls are completed prior to 8:00 p.m. Two (2) adults must be present at and during any such call involving a minor. Calls for actual production shall not be so limited.

C. Engagement.

- 1.** Producer shall advise the parent/guardian of the minor of the conditions of the employment (studio, location, estimated hours, hazardous work, special abilities required, *etc.*), to the extent they are known, at the time of the hiring.
- 2.** Prior to the first date of the engagement, parent/guardian shall obtain, complete and submit to the Producer or his/her representative the appropriate documents required by state and local law related to the employment of the minor. Producer agrees to cooperate with AFTRA in an effort to secure a more efficient handling of the issuance of working permits for children from the Local Society for the Prevention of Cruelty to Children.
- 3.** The parent/guardian must be present at all times while a minor is working, and shall have the right, subject to production requirements, to be within sight and sound of the minor. The presence of the parent/guardian will not interfere with the production. The parent/guardian will not bring other minors not engaged by Producer to the studio or location.
- 4.** The parent/guardian will accompany the minor to wardrobe, makeup, hairdressing and dressing room facilities. No dressing room shall be occupied simultaneously by a minor and an adult performer of the opposite sex. This restriction shall not apply to minors under three (3) years old.
- 5.** Producer will provide a safe and secure place for minors to rest and play. The Producer agrees to supply cots during rehearsal for minor performers.
- 6.** No minor shall be required to work in a situation which places the child in clear and present danger to life or limb. If a minor believes he or she to be in such a dangerous situation after having discussed the matter with his or her guardian or

the stunt coordinator, if one is present, then the minor shall not be required to perform in such situation regardless of the validity of his or her belief.

7. When a Producer engages a minor, Producer must designate one (1) individual on each set to coordinate all matters relating to the welfare of the minor and shall notify the minor's parent/guardian of the name of such individual.

8. If a minor is at location, the minor must leave location as soon as reasonably possible following the end of his or her working day.

9. Guardian, as that term is used in this Section, must be at least eighteen (18) years of age and be the minor's legal guardian or have the written permission of the minor's parent(s) to act as guardian.

10. Producer will comply with all applicable child labor laws governing the employment of the minor in broadcasting, and will keep a summary of said laws in the production office, if such summary is readily available.

D. Education.

Producer shall use its best efforts to ensure that the minor's education will not be neglected or hampered by the minor's employment and will comply with all applicable education law.

Producer shall provide on set education for minors employed on two or more weekdays in a week during the minor's normal school year.

Any provision of this paragraph which is inconsistent and less restrictive than any child labor law or regulation in applicable state or other jurisdiction shall be deemed modified to comply with such laws or regulations.

The provisions of this paragraph shall prevail over any inconsistent and less restrictive terms contained in any other paragraphs of this Code which would otherwise be applicable to the employment of the minor, but such terms shall be ineffective only to the extent of such inconsistency without invalidating the remainder of such paragraphs.

E. Work Day.

The work day for minors shall begin no earlier than 5 a.m. and end no later than 10 p.m.

Minors shall not work more than six consecutive days.

32. PAYMENT.

A. Payment to all performers shall be made not later than that specified in Paragraph 3. of the **Standard Terms and Conditions** attached hereto. The minimum fees shall be net to the performer and no deductions whatever may be made therefrom (except for such taxes and withholdings as are required or authorized by law). Payment shall be made directly to the performer unless written authorization has been received by the employer from the performer authorizing payment to some other person, with a copy of such authorization to be delivered to AFTRA by performer. Not later than the date of first rehearsal, the Producer shall furnish a W-4 form to each performer who has not previously filed such form with the Producer. The performer shall complete and return said form promptly to the Producer. If a performer under a term contract of thirteen (13) weeks or longer so requests, Producer shall pay such performer 1/13th the performer's thirteen (13) week guarantee each week, and make any adjustments or additional payments that may be necessary at the end of the cycle. Payment to term contract performers in accordance with the preceding sentence shall constitute timely payment.

B. Penalty for Late Payment.

In the event Producer fails to make timely payment, as provided in the preceding subparagraph A, the following cumulative penalty payments shall be added to the compensation due and payable to the performer for each day (beginning with the day following the date of default) on which payment remains not made or received:

\$4.00 for each day — up to a maximum penalty payment of \$120.00 (30 days); provided that thereafter the penalty payment shall cease, unless AFTRA or the performer serves or has served upon the designated representative of the Producer (if no specific representative is designated, the management official of the producer who is AFTRA's regular contact) by certified mail, return receipt requested, a notice that the default continues. If the penalty had ceased, it shall resume on receipt of such notice and shall continue until payment is made, provided that the penalty shall not resume if the Producer makes payment within seven days of receiving the notice. Saturdays, Sundays, and legal holidays which Producer observes shall not be computed as penalty days, and the penalty shall not be invoked or payable when the performer fails to furnish his/her completed W-4 or I-9 form promptly or when the performer, having been furnished an engagement contract on or before show day, fails to return the signed contract promptly, or when there is a *bona fide* dispute as to compensation.

C. All required payments of additional compensation for replays and foreign uses, unless included with or in the payment made pursuant to subparagraph A. above, shall be made by check delivered to AFTRA, payable to the order of the performer entitled thereto or to a person designated in accordance with subparagraph A. Compliance herewith shall constitute payment to the performer. AFTRA shall promptly forward each such check to the performer entitled thereto or to a person designated in accordance with subparagraph A. If Producer fails to make payment for replays within thirty (30) days after the time specified in Paragraph 6.A. (Extended Broadcast), or for foreign use within the time specified in Paragraph 6.B. (Foreign Broadcast), but thereafter makes payment within thirty (30) days after such payment became due, Producer shall be liable for a penalty of five percent (5%) of the overdue amount, which sum shall be added to the compensation due and payable to the performer. If payment is not made within such thirty (30) day period, Producer shall remain liable for such five percent (5%) penalty, but shall not be liable for any further penalty unless and until he/she receives written notice that a payment is more than thirty (30) days overdue, in which event he/she shall be liable for an additional penalty each month of five percent (5%) (based on the amount of the compensation which first became overdue), up to a maximum penalty of one hundred percent (100%) of the compensation originally due and payable to the performer. The penalties set forth in this subparagraph shall not be invoked or payable when the performer has failed to furnish his/her completed W-4 form promptly or when the performer, having been furnished an engagement contract on or before show day, fails to return the signed contract promptly, or when there is a *bona fide* dispute as to compensation. An inadvertent failure on the part of Producer to comply with the provisions of this Sub-paragraph C. shall in no event constitute a default by the Producer or a breach of this Agreement, provided such failure is cured promptly after notice thereof from AFTRA.

D. To the extent practicable, payments to performers shall be accompanied by a breakdown of the earnings included in the payment identifying all programs covered by such payment and the applicable amount paid per program. With regard to earnings for which a breakdown is not provided, for a reasonable period of time the Producer shall make earnings breakdown information available to the individual performers upon request.

Upon request, for unemployment insurance purposes, the Producer will supply performers with the employer of record's name, address, state identification number (if any) and dates worked and whether the payment is for residuals.

33. STATEMENT OF OBJECTIVES AND PRINCIPLES: AFTRA BROADCASTING AND RECORDING INDUSTRY COUNCIL ON ALCOHOLISM.

A. Alcoholism and drug abuse are diseases for which there is effective treatment and rehabilitation.

B. If an individual with an alcoholism or drug abuse problem submits to modern treatment and rehabilitation techniques, the problem can be arrested in most instances.

C. It is the objective of the Council to further assist in all efforts to provide direction and assistance to performers in securing effective treatment for alcoholism and drug abuse. To that end, the Council:

1. Will work with and guide the office which has been established by the AFTRA Health and Retirement Funds to provide assistance and direction to performers who are in need of treatment for alcoholism or drug abuse;

2. Will work within the entertainment community to direct appropriate cases to such office;

3. Will publicize the efforts of AFTRA and the Industry to make an alcohol and drug abuse treatment and rehabilitation program available to performers and will endeavor to secure the cooperation of the entire entertainment community in this project.

34. WARDROBE, HAIRDRESS, MAKE-UP, AND INCIDENTAL REHEARSAL.

A. Wardrobe, Wigs, and Appurtenances.

Performers, including extras, shall not be required to furnish any special wardrobe, special wigs, or special appurtenances, except specialty acts or units, which may supply their own wardrobe if so contracted by Producer. Evening clothes (except full dress for male performers) and any apparel which may reasonably be expected to be included in the regular wardrobe of a performer are not special wardrobe, provided, however, that the regular wardrobe of a female performer shall not be deemed to include more than one (1) evening gown. If a performer agrees to Producer's request that he/she furnish special wardrobe (not including wardrobe which he/she normally furnishes as part of his/her professional performance), he/she shall be paid a fee of \$12.00.

B. Wardrobe Hygiene.

All wardrobe and wigs supplied by the Producer shall be in a sanitary condition.

C. Wardrobe Maintenance.

Performers, including extras, supplying personal wardrobe shall receive a wardrobe maintenance fee of \$10.00 per garment, except that the fee for formal evening wear shall be \$25.00.

In the event wardrobe furnished by performer is damaged during rehearsal or performance, the Producer will reimburse the performer for the cost of repair provided that notice of such damage is given to a responsible representative of the Producer, such as the Producer, director, associate director, floor manager, house manager, facilities manager, prior to the performers leaving the studio, and only upon submission to the Producer of a paid bill covering the cost of such repairs, but in no event more than the value of the garment. In the event a disagreement arises as to whether the damage was caused as a result of a rehearsal or performance, the question shall be arbitrable under the arbitration provisions of this agreement.

D. Dance Shoes.

A new pair of standard dance shoes of good quality, such as La Ray or Capezio, and properly fitted, shall be made available by Producer to each group dancer engaged for a program or a program series, if the dress rehearsal and/or broadcast of the program or program series requires the use of standard dance shoes by the dancer. Producer is not required to issue new standard dance shoes for each show in the same program series, but replacement shoes shall be made available as necessary.

E. Incidental Rehearsal.

In connection with Cultural/Entertainment and Educational/Informational programs, time spent by a performer in fittings shall be paid for as follows:

1. Day Performer.

a. Fittings on the same day that the performer works:

(1) Time spent in such fittings shall be work time and part of the performer's continuous day the same as wardrobe.

(2) If four (4) hours or more intervene between the end of the fitting call and the beginning of the work call, and the player is dismissed in the interim, the fitting call shall be paid for as though it were on a prior day in which the performer did not work.

2. Fittings on a day to work.

Where a day performer is fitted on a day prior to the day on which he/she works, he/she shall be entitled to one (1) hour minimum pay for each call. Additional time shall be paid for in fifteen (15) minute units. Day performers receiving over \$450.00 per day shall not be entitled to any compensation for such fittings.

3. Player fitted and not used.

If the day performer is fitted and not used in the program for which he/she was fitted, he/she shall be entitled to one (1) day's pay; such performer shall not be entitled to any further compensation.

4. Wardrobe Tests and Makeup Tests.

a. If a performer is given a makeup or wardrobe test and not used in the program for which he/she was tested, he/she shall receive one-half (½) day's pay for each day on which he/she is given such tests.

b. If a performer is given a makeup or wardrobe test and is used in the picture for which he/she was tested, he/she shall be paid as follows:

(1) Tests on the same day that the player works. Time spent in such tests shall be work time and part of the player's continuous day the same as fittings.

(2) Tests on day prior to work: Where a day performer is given a makeup or wardrobe test on a day prior to the day on which he/she works, he/she shall be entitled to one (1) hour minimum pay for each call. Additional time shall be paid for in fifteen-minute units. Day performer receiving over \$450.00 per day shall not be entitled to any compensation for such tests.

5. Two-day, Three-day, Four-day or Weekly Performer.

a. Fittings on the Same Day that the Performer Works.

Time spent in such fittings shall be work time and part of the player's continuous day, the same as wardrobe. If four (4) hours or more intervene between the end of the fitting call and the beginning of the work call on the first day of the performer's employment and the performer is dismissed in the interim, the fitting call shall be treated as though it were on a prior day on which the player did not work.

b. Fittings on a Day Prior to Work.

The Producer shall be entitled to not more than three (3) hours' free fitting time on two (2) days for each week worked in the program. Free fitting time for performer's employed under a two (2) day or three (3) day contract shall be not over two (2) hours on one (1) day. Excess time shall be paid for at the salary rate specified in the performer's contract and shall be computed as follows: Initial call shall be for a minimum of one (1) hour; time over one (1) hour on such call shall be computed in fifteen (15) minute units. Excess time, if any, shall be paid for at the end of the performer's engagement.

c. A weekly performer who is fitted but not offered a written contract of employment for the role in the picture for which he/she was fitted at his/her prior agreed salary (or, if there has been no agreement, at his/her usual salary) shall receive one (1) day's pay for each day on which he/she was fitted. If there has been no agreed salary before the fitting, and if the performer and Producer cannot agree, the salary rate at which he/she shall receive the day's pay shall be determined by conciliation and, if conciliation fails, by arbitration; but in no event shall the day's pay be in excess of the applicable day performer's minimum. The provisions of this section shall not apply to fittings for tests, auditions, or interviews.

35. DRESSING ROOMS.

A. Adequate, clean, and accessible dressing rooms and toilet facilities shall be provided. Dressing rooms with adequate locks or facilities for locking or checking valuables shall be provided, or, in their absence, adequate insurance against loss must be provided.

B. Seats shall be available to all performers in the dressing rooms and, during rehearsal, on the stage or in the studio or theater. Such seats shall be marked for cast use only except in rehearsal halls, theaters, and studios having readily accessible audience seating facilities.

C. Adequate space affording complete privacy shall be provided whenever a performer is required to make a complete change in connection with any performance.

D. Facilities for repair of wardrobe used in the performance shall be provided.

E. When programs go on location, Producer has the obligation to provide, and shall provide, adequate sanitary facilities. Dressing rooms adequate for comfort and privacy shall be provided, taking into consideration the number of performers and the legal and/or logistical difficulties involved. The Producer's obligation shall receive full consideration in the Producer's survey of any location site.

At the time Producer plans to have performers in a dramatic or variety program work on location, the Producer will notify those of the cast concerned and AFTRA of the date, time, and whereabouts of the location; and at the request of AFTRA, the Producer will review with the designated representative of AFTRA elements of the location survey with respect to facilities such as dressing rooms, sanitary facilities and facilities for securing valuables. Producer agrees to provide such information as is available at the time request

is made, and to consider AFTRA's recommendations, consistent with the logistics of the location and economic constraints.

36. TALENT AUDITIONS, INDIVIDUAL VIDEO TESTS, AND INDIVIDUAL VOICE TESTS; CALLS FOR GROUP DANCERS.

A. Talent auditions, individual video tests, and individual voice tests regarding those try-out periods wherein a performer or a package act, or group of performers, is tested for ability, talent, physical attributes, and/or suitability for inclusion in a broadcast and for which none of said performers shall be required to learn special material or spoken lines or special business, except that in a talent audition for actors on dramatic programs when the field has been narrowed down to not more than three (3) performers, each of such performers is permitted memorization of not more than ten (10) lines, or use of cue cards of up to three (3) minutes, without compensation, for the final selection of the audition winner. There shall be no fee required for this category provided that if the performer shall be required to learn special material or spoken lines or special business other than as permitted in the exceptions above he/she shall be paid his/her straight time hourly rate in one-half (½) hour units. It is the intention of this clause to afford the opportunity for performers to display their individual talents. This provision shall not be used by Producer to evade the terms of this collective bargaining agreement and the Producer agrees that this provision shall not be unreasonably exercised. If a general notice concerning an audition(s) is sent to talent agents, the same notice will be sent to AFTRA. A joint Industry-AFTRA committee will be established to review matters relating to auditions.

B. Calls for extras and walk-ons for all types of programs shall be limited to one (1) hour per person. In the event an extra or walk-on is called to a second audition or interview for the same show, he/she shall be paid \$3.00 as transportation expense.

C. With specific reference to group dancers, the Producer agrees to give AFTRA timely notice of any audition call, so that AFTRA may notify its members of such call in time to respond to the audition call. In addition, with respect to spectaculars, specials, or other programs in excess of one (1) hour in length, auditions for group dancers shall be called within twelve (12) weeks prior to the first scheduled rehearsal day. If, after an audition, a dancer is called back for a further audition for a period in excess of two (2) hours, such dancer shall be entitled to one-half (½) the day rate with a four (4) hour minimum call.

D. On cultural/entertainment programs only, calls for performers (except extras and walk-ons) shall be staggered and each performer shall be limited to a call of one (1) hour. If the Producer requires the performer to remain on a call in excess of one (1) hour, the performer shall be entitled to his/her straight time hourly rate in one-half (½) hour units.

E. Professional performers shall be auditioned or tested first in any tryouts for performances covered by this Agreement.

37. MEAL PERIODS.

Meal periods of one (1) hour shall be given at a time as close to normal meal periods (namely, 11 A.M. to 2 P.M. for lunch, 5:30 P.M. to 8 P.M. for dinner, 11 P.M. to 2 A.M. and 6 A.M. to 8:30 A.M.), as the requirements of other participants in the production will permit, but in no case shall the period between the end of lunch and the beginning of dinner exceed six (6) hours. The period between the time of the performer's first call for the day and the beginning of the first meal period shall not exceed six (6) hours. Meal periods shall not be considered as time worked. No work shall be required during a meal period, including, but not limited to, make-up, hairdress, or wardrobe. In the event a meal period is not given to any performer as herein mentioned, Producer shall be required to pay in addition to any other fees a sum of \$25.00 to such performer for such

meal period missed. Such penalty shall not be used by the Producer as a device or subterfuge to evade the Producer's primary obligation to grant a meal period in accordance with the provisions of this Paragraph. In the case of meal time, the five (5) minute rest periods required to be given in the hour immediately preceding and the hour immediately following meal period shall be given cumulatively immediately adjacent to the meal period so that total elapsed time shall be seventy (70) minutes. Producer shall furnish meals in the 11 P.M. to 2 A.M. or 6 A.M. to 8:30 A.M. meal period when no restaurant facilities are reasonably available.

38. REST BETWEEN DAYS.

There shall be a rest period of not less than twelve (12) hours between the end of work on one (1) rehearsal day and the beginning of work on the next rehearsal day, provided that if any performer is required by the Producer to report to work within such twelve (12) hour period, he/she shall be paid \$15.00 per hour for the hours between the time he/she is required to and does report, and the end of such twelve (12) hour period.

The Producer agrees to make a good faith attempt to provide adequate rest between work days.

39. COMPENSATION FOR TRAVELING AND LOCATION WORK.

A. 1. Location Definitions.

Location work means any work requiring transportation to a location away from the Producer's regular broadcast studios. Base refers to a broadcast studio building or the place where the performer normally works (home base), or the out-of-town hotel or headquarters to which the performer is assigned by the Producer for the duration of his/her assignment (out-of-town base).

2. Daily Location Work.

Daily location work means location work on an assignment which does not require performer to stay away from home overnight.

When a performer is scheduled by the Producer to travel from his/her home on a daily location work assignment, he/she shall be credited with the time normally required to travel from his/her home base to such assignment. If such performer is not scheduled to return to his/her home base from such assignment, he/she shall be credited with a like amount of time for the return to his/her home.

3. Overnight Location Work.

Overnight location work means work on an assignment at a location requiring performer to stay away from home overnight.

On any day in which a performer travels to or from an overnight location and performs work on the same day, the time spent in such travel, less any meal period, shall be added to the performer's rehearsal hours.

Any time in excess of thirty (30) minutes required to get from the performer's out-of-town base to the location or from the location back to the performer's out-of-town base shall be added to the rehearsal time.

B. Rehearsal on location (not applicable to serials).

Regular day rates and conditions shall apply for all time spent in rehearsal on location.

C. Compensation for Traveling.

1. Performer shall be paid \$30.00 for each day or part thereof when performer is required to travel more than twenty (20) miles from the broadcast center of _____.

2. This payment shall be in addition to first-class transportation and living expenses.

3. First-class transportation shall be provided in all cases. Coach or economy class on jet or turbo prop airplanes on regularly scheduled airlines shall be considered first-class transportation, provided no employee of the Producer represented by any other craft, guild, or union is furnished a higher class of air transportation on the same assignment. However, the *proviso* of the preceding sentence shall be inapplicable in those cases in which the employee was furnished such higher class transportation by virtue of an existing collective bargaining agreement which has not expired or been renegotiated by the Producer subsequent to the negotiations of this Agreement.

4. If the performer furnishes his/her own automobile he/she shall be paid in accordance with company policy, if the company has an established policy, but in no event less than \$3.00 per day. If the Company has no established policy, the performer shall be paid thirty (30) cents per mile, but in no event less than \$3.00 per day.

5. When a performer is required to travel from home to an assignment on location, or vice-versa, if transportation is not provided by Producer, the performer will be reimbursed for the reasonable expense of performer's travel between home and airport (or rail terminal) and hotel (or other destination designated by Producer). This subsection does not apply to travel by commuter train or subway.

6. If the performer's home is not in Producer's general area, the performer shall, in accordance with Producer's established standards, be furnished with or reimbursed for the reasonable expense of 1) air, train, and/or automobile transportation between the performer's home and Producer's general area, and 2) living accommodations, meals, and local transportation while in Producer's general area. Each day of travel to and from Producer's general area will be considered a performance day, but the performer may be required also to perform rehearsal and/or performance services on the same day, subject to applicable overtime payments.

D. Travel Insurance.

When a performer travels at the request of the Producer in connection with an assignment to perform services for Producer on a program, including tours and personal appearances for purposes of program promotion, anywhere inside or outside the continental limits of the United States, the Producer shall provide (at Producer's own cost) a \$200,000.00 accidental death and dismemberment insurance policy covering the performer for such travel for the benefit of the performer or such beneficiary as the performer may designate.

40. COSMETIC ALTERATIONS AND NUDITY.

If a performer is required to grow a beard or mustache, or to shave his head, the performer shall be paid additional compensation of \$35.00. No performer shall be expected to appear nude, except with the performer's consent after the performer has had an opportunity to read the script.

41. AFTRA RULES.

Producer agrees that he/she has notice that the performer, if a member of AFTRA, must obey its rules. Producer admits specifically notice of the rule which requires the AFTRA member to render services only upon a program where all the performers within AFTRA's jurisdiction are members in good standing of the American Federation of Television and Radio Artists, except as otherwise provided by law. AFTRA agrees that it has no present rules and will make no future rule in derogation of this Agreement.

42. ADMISSION TO PREMISES.

Any representative of AFTRA shall be admitted to the premises of the Producer or where the rehearsal or broadcast takes place, at any reasonable time, to check the performance by the Producer of this Agreement, but such checking shall be done so as not to interfere with the conduct of the Producer's business. Producer agrees, upon AFTRA's request, to furnish a list of all artists appearing on any program.

43. SIMULCASTS.

Producer shall have the right to simulcast the performer's performance over both television stations and commercial radio stations without payment of any additional fee, where the performer receives not less than the applicable minimum television scale under this Agreement, plus the applicable minimum radio scale (including one [1] hour of rehearsal if required under the Radio Code) under the then current AFTRA National Code of Fair Practice for Commercial Radio Broadcasting, where the radio broadcast is commercial, or the applicable minimum radio scale set forth in Paragraph 76 of the then current AFTRA National Sustaining Radio Agreement, where the radio broadcast is sustaining. The hour of rehearsal referred to herein shall be available to Producer for use. It may be used without reference to the television minimum call if it is used for radio purposes only. A broadcast shall be deemed to be a simulcast if one (1) performance of that broadcast is used for both radio and television. Except as otherwise specified herein, all provisions of the said AFTRA Codes shall be applicable to simulcasts. The Producer shall have the right to simulcast the performer's performance over both television stations and noncommercial FM radio stations without payment of any additional fee where the performer receives not less than the applicable minimum television scale under this Agreement. The Producer shall have the right to release audio cassettes of a program upon payment to the performers appearing in the program of ten percent (10%) of the gross receipts of the Producer.

44. NEWS INSERTS.

Live or recorded news inserts of five minutes or less in length broadcast on network news programs of any length:

11/15/98: \$115.00 3/1/01: \$123.00 11/15/01: \$128.00

per person each insert; for such payment, said insert may be used for an unlimited number of times within twenty four (24) hours of the original broadcast and for a further payment of:

11/15/98: \$87.00 3/1/01: \$93.00 11/15/01: \$97.00

it may be used for an unlimited number of broadcasts for an additional seven (7) days. Provided, however, that the day rate, rather than the news insert rate, shall apply when a program is made up solely of news inserts.

45. PROMOTIONAL AND PUBLIC SERVICE ANNOUNCEMENTS.

When a performer is engaged to perform services in a program promotional announcement (i.e., a noncommercial announcement promoting one or more PBS programs or series), or a noncommercial public service announcement (PSA) the fee for the recording shall be:

	11/15/98	3/1/01	11/15/01
On-camera	\$319.00	\$341.00	\$355.00
Off-camera	\$214.00	229.00	238.00
Off-camera rates for multiple promos recorded in a session:			
For 2 promos, each promo	\$195.00	209.00	217.00
For 3 to 6 promos, each promo	\$171.00	183.00	190.00
For 7 or more promos, each promo	\$147.00	157.00	163.00

A promo may be used for not more than thirteen (13) weeks' use during the PBS use period on PBS member stations; provided, that a promo made for a specific program may track the

program release pattern set forth in paragraph 5.E. For one hundred percent (100%) repayment, the recording may be rebroadcast for an additional thirteen (13) weeks. Any other use shall be paid for pursuant to the provisions of the applicable AFTRA Agreement. An on-camera session is eight (8) hours; off-camera, two (2) hours in length.

A performer, other than an off-camera narrator or an off-camera announcer, may agree in writing at the time of his/her employment that he/she may be required to record promotional announcements, without additional compensation, which promote the program or series for which the performer is under current contract as a series regular or, with respect to programs that are not part of a series, is the male or female lead who is paid at least two hundred percent (200%) of the applicable minimum compensation. Such promotional announcements may only be recorded on a day the performer is otherwise working on the program or series.

A sweepster is a transition announcement of seven seconds or less used at the end of reformatted credits. The payment for each sweepster which is not part of another announcement is \$125 for thirteen (13) weeks of use. A minimum session fee of \$250 shall be payable for each session at which sweepsters are recorded, based on a two hour session, however, the minimum session fee may be credited against total payments due for such session.

A tag is a short change or addition to an existing promotional announcement which may be placed anywhere in the announcement. Tags may only contain information indicating the day, date, time or show title (e.g. tonight, tomorrow, next, next week, following or Tuesday), network or program service, but do not change the content of the announcement. Required payment for each tag is \$93 for thirteen (13) weeks of use for each announcement to which such tag is added, whether the tag is separately recorded and mechanically edited or the entire announcement is reread.

Promos may be customized by appending customized identification containing information which specifies the station call letters, channel, or other means of station identification. These customized tags must be appended to a promotional announcement recorded by the same announcer. Minimum fees for such tags shall be as follows:

Up to 30 tags	\$50.00 for each tag
31 to 100 tags	35.00 for each tag
Over 100 tags	25.00 for each tag

Said fees shall be for the recording and not more than thirteen weeks of use of such tags, during which period they may be attached to any promo recorded by the same announcer.

A star performer may agree to appear without compensation in a public service announcement which may be exhibited for an exhibition period not to exceed one (1) year.

46. STANDARD AFTRA ENGAGEMENT CONTRACTS.

Every engagement for an informational/educational or for a cultural/entertainment program shall be in writing and shall be on the standard form contract for that type of program. Additions to the standard form must be more favorable to the performer than, or not inconsistent with, the express provisions of the said standard form contract, and in no event may such additions violate this Agreement.

STANDARD TERMS AND CONDITIONS

1. Performer shall render Performer's services in connection with this engagement to the best of Performer's ability, and subject to Producer's direction and control. Performer will abide by all reasonable rules and regulations of Producer, and Performer will refrain from any offensive or distasteful remarks or conduct in connection with this engagement.

The Producer may open and answer mail addressed to Performer relating to the program, provided that all such mail relating to Performer and intended for him or copies thereof shall be turned over to Performer within a reasonable length of time.

2. a. Performer shall indemnify Producer and all stations broadcasting the program against any and all claims, damages, liabilities, costs and expenses (including reasonable attorney's fees) arising out of the use of any materials, ideas, creations, and properties (herein called "materials") whether or not required of Performer, furnished by Performer in connection with this engagement, and any ad libs spoken or unauthorized acts done by Performer in connection therewith. Producer shall similarly indemnify Performer in respect to "materials" furnished by Producer and acts done or words spoken by Performer at Producer's request. The fact that a program is prerecorded and subject to editing shall in no way alter the respective indemnities set forth herein or in any way alter the respective responsibilities of Performer or Producer for anything said or done in connection with any program. Each party will give the other prompt notice of any such claims and/or legal proceedings (and shall send a copy of such notice to AFTRA) and shall cooperate with each other on all matters covered by this paragraph.

b. If this agreement requires, as an express additional provision, that Performer furnish materials (herein called "required materials") in connection with his/her performance hereunder, Performer shall submit such required materials to Producer at such time prior to performance thereof as may be reasonably designated by Producer, and such required materials shall, as between Producer and Performer, unless otherwise expressly provided in this agreement under the heading "Additions", be and remain the property of Performer.

3. In full payment for Performer's services and the rights and privileges granted to Producer hereunder, Producer shall pay Performer the compensation hereinbefore specified not later than _____ after the week during which Performer's services shall have been rendered, subject to the deduction of such taxes and withholdings as are authorized or required by law. There shall be no obligation on Producer's part to produce or broadcast the program or to use Performer's services or materials, if any.

4. The program hereunder may be originally broadcast either live or by recording over the facilities arranged by or for Producer. The term "recordings", as used herein, shall mean and include any recording or recordings made whether before or during a broadcast transmission, by electrical transcription, tape recording, wire recording, film or any other similar or dissimilar method of recording television programs, whether now known or hereinafter developed. All recordings as between Producer and Performer shall be Producer's sole property, but shall be subject to the restriction contained in the AFTRA Agreement in effect at the time such recording is made, except as AFTRA may otherwise permit in writing. Performer will, if required by Producer, re-enact the performance, in whole or in part, in connection with any recording of all or any portion of the program (which Producer may deem desirable) in order to make adjustments necessitated by mechanical failures, or adjustments or corrections in performances after the date of performance, provided that such re-recording is done not later than seven (7) days after the broadcast in the case of a live program or seven (7) days after the Performer's final Performance day in the case of a pre-recorded program, and at a time which does not conflict with Performer's other *bona fide* commitments, and provided, further, that Producer shall pay for Performer's

services in connection with such re-recording such additional compensation as may be required by the said AFTRA Agreement.

5. If the broadcast of any program hereunder is prevented by government regulation or order, or by a strike, or by failure of broadcasting facilities because of war or other calamity such as fire, earthquake, hurricane, or similar acts of God, or because of the breakdown of such broadcasting facilities due to causes beyond Producer's reasonable control (such as the collapse of the transmitter due to structural defects), Producer shall be relieved of any responsibility for the payment of compensation for the program so prevented; provided that in such case Producer shall reimburse Performer for all out-of-pocket costs necessarily incurred in connection with such program. In addition Performer shall be paid the full applicable hourly rate for all hours rehearsed prior to notice of cancellation. The same consequences shall ensue if the program time is preempted by a Presidential broadcast, a news emergency or a special news event and notice of cancellation for such purpose is given Performer promptly upon such notice of cancellation having been received by Producer. Where the program time is preempted to broadcast an event of public importance (other than a Presidential broadcast, news emergency or special news event) or where the program is canceled or prevented for any reason other than those stated above, or where insufficient advance notice has been given under the preceding sentence, Producer shall pay Performer his/her full contract price for the program so canceled or prevented.

6. Producer is prohibited from requiring Performer to refrain from rendering his/her services in connection with any other television or radio services for any period other than the actual rehearsal and broadcast period (which ends with the initial public television broadcast of the program) involved in this engagement; provided, however, that this prohibition shall not apply if Performer's compensation for this engagement shall be \$1,500.00 or more. Performers working under series contracts may negotiate regarding exclusivity for the same genre of program during the period of their contract(s). Star performers offered the same role on another network (for example, a star performer offered the role of Hamlet in both a PBS and another network production) may negotiate for a period of exclusivity not to exceed 6 months beyond the initial public television exhibition.

7. Notwithstanding any provision in this agreement to the contrary it is specifically understood and agreed by all parties hereto:

a. That they are bound by all the terms and provisions of the applicable PTV/AFTRA Code, including payment of Supplemental Market fees in accordance with the Supplemental Market Agreement. Should there be any inconsistency between this agreement and the said Agreement, the said Agreement shall prevail; but nothing in this provision shall affect terms, compensation, or conditions provided for in this agreement which are more favorable to members of AFTRA than the terms, compensation or conditions provided for in said Agreement.

b. That Performer is covered by the provisions of Paragraph 28. of said Agreement entitled "Health and Retirement."

c. That Performer is or will become a member of AFTRA in good standing, subject to and in accordance with the Union Shop provision of said Agreement.

d. All disputes and controversies of every kind and nature arising out of or in connection with this Agreement shall be determined by arbitration with the procedure and provisions of the said AFTRA Agreement.

e. Producers will recognize that it is AFTRA's intent to assure that its members receive from Producer or any of its agents or retainers, treatment befitting the professional character and nature of its members.

8. This agreement, when executed by Performer and Producer, shall constitute the entire understanding between them, and shall be construed according to the laws of the State of _____.

47. CONSENT.

Wherever any provision of this Agreement requires Producer to obtain the consent of the performer and the Producer, having made a *bona fide* attempt, is unable to locate the performer, Producer shall so notify AFTRA and if AFTRA is unable to locate the performer within a reasonable period of time, the Producer may utilize the program without penalty.

48. TITLE.

This Agreement will be referred to as the **1998-2002 National AFTRA Public Television Agreement**.

49. OTHER MATTERS.

Provisions pertaining to timing of payment, holidays and stage, concert, and other pick-ups are not included in this national Agreement since the applicable conditions vary in each locality.

Note: Where another union such as Actors Equity, AGMA, or AGVA has original jurisdiction over the performance, to be televised and has its own established fee for a television broadcast, and said fee is above rates stated herein, that fee may be paid in lieu of a local negotiation of a fee.

SCHEDULE A

A. CONSECUTIVE EMPLOYMENT.

For a Weekly Performer, employment shall be consecutive except that the consecutive days may be interrupted by any two (2) consecutive days-off or holiday(s).

With respect to One-day, Two-day, Three-day and Four-day Performers, if there should be an interruption of consecutive days of work, of less than ten (10) calendar days in length, the performer shall be paid for the intervening period from the date of termination to date of recall in addition to any other compensation which is required to be paid. Performers shall be told at the time of hiring of their complete rehearsal and/or taping schedule and days off.

B. WORK DAY - WORK WEEK.

One-day, Two-day, Three-day, Four-day and Weekly Performer. The work day shall consist of seven (7) out of eight (8) consecutive hours of any day, inclusive of meal period. If rehearsal and/or taping exceeds seven (7) hours or five (5) consecutive hours, performers shall be paid overtime at the rate of time and one-half of the applicable hourly rate. For off-camera narrators, the work day shall consist of four (4) out of five (5) consecutive hours. Hours five (5) through seven (7) shall be paid for at straight time, based on a four (4)-hour day (i.e., applicable rate divided by four (4)). Overtime shall be paid at time and one-half after seven (7) hours, or after five (5) consecutive hours of work.

The work week shall consist of forty (40) cumulative hours in five (5) consecutive days, commencing with the first day of the performer's work week; weekly overtime shall be paid at the rate of one and one-half times the applicable hourly rate for hours worked in excess of forty (40) hours in such work week. The work week for weekly employees shall be five (5) out of seven (7) days, with any two (2) consecutive days off. Days off do not have to be Saturday or Sunday. Work on a day off is compensated at time and one-half. Unless Saturday and/or Sunday are scheduled days off, they are treated as regular work days. If the Three-day Performer's services are required beyond such three (3) day period, he/she shall be paid for each additional day on a prorated basis.

C. HOLIDAYS.

The following shall be holidays: New Year's Day, Washington's Birthday, Martin Luther King Jr.'s Birthday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

The Weekly Performer, Two-day, Three-day or Four-day Performer who is given a holiday off is credited with a work day at straight time. If he/she works on the holiday, he/she is paid time and one-half. If a weekly performer works on a holiday and it is also a scheduled day off, he/she is paid instead additional straight time.

SIGNATURE PAGE

**NATIONAL
AFTRA
PUBLIC TELEVISION AGREEMENT
1998-2001**

By: _____
AFTRA National Executive Director

By: _____
AFTRA Local Executive Director

Agreed and Accepted:

By: _____

Name: _____

Station: _____

Address: _____

Date: _____

SAMPLE

AFTRA - PUBLIC TELEVISION (PTV)

STANDARD TERMS AND CONDITIONS

1. Performer shall render Performer's services in connection with this engagement to the best of Performer's ability, and subject to Producer's direction and control. Performer will abide by all reasonable rules and regulations of Producer, and Performer will refrain from any offensive or distasteful remarks or conduct in connection with this engagement. The Producer may open and answer mail addressed to Performer relating to the program, provided that all such mail relating to the Performer and intended for him or copies thereof shall be turned over to Performer within a reasonable length of time.

2. a. Performer shall indemnify Producer, the network, and all stations broadcasting the program against any and all claims, damages, liabilities, costs and expenses (including reasonable attorney's fees) arising out of the use of any materials, ideas, creations, and properties (herein called "materials") whether or not required of Performer, furnished by Performer in connection with this engagement, and any ad libs spoken or unauthorized acts done by Performer in connection therewith. Producer shall similarly indemnify Performer in respect to "materials" furnished by Producer, and acts done or words spoken by Performer at Producer's request. Each party will give the other prompt notice of any such claims and/or legal proceedings (and shall send a copy of such notice to AFTRA) and shall cooperate with each other on all matters covered by this paragraph.

b. If this contract requires, as an express additional provision, that Performer furnish materials (herein called "required materials") in connection with his/her performance hereunder, Performer shall submit such required materials to Producer at such time prior to performance thereof as may be reasonably designated by Producer, and such required materials shall, as between Producer and Performer, unless otherwise expressly provided in this contract under the heading "Additions," be and remain the property of the Performer.

3. In full payment for Performer's services and the rights and privileges granted to Producer hereunder, Producer shall pay Performer the compensation hereinbefore specified not later than Thursday after the week during which Performer's services shall have been rendered, subject to the deduction of such taxes and withholdings as are authorized or required by law, and subject further to practice and understandings reached in the various cities (locals) where this contract is in effect.

4. The program hereunder may be originally broadcast either live or by recording over the facilities arranged by or for Producer. The term "recordings", as used herein, shall mean and include any recording or recordings made whether before or during a broadcast transmission, by electrical transcription, tape recording, wire recording, film or any other similar or dissimilar method of recording television programs, whether now known or hereafter developed. All recordings as between Producer and Performer shall be Producer's sole property, but shall be subject to the restrictions contained, in the AFTRA-PTV Agreement in effect at the time such recording is made, except as AFTRA may otherwise permit in writing. Performer will, if required by Producer, re-enact the performance, in whole or in part, in connection with any recording of all or any portion of the program (which Producer may deem desirable) in order to make adjustments necessitated by mechanical failures, or adjustments or corrections in performance after the date of performance, provided that such re-recording is done not later than seven (7) days after the broadcast in the case of a live program or seven (7) days after the Performer's final performance day in the case of a prerecorded program, and at a time which does not conflict with Performer's other *bona fide* commitments, and provided further that Producer shall pay for Performer's services in connection with such rerecording such additional compensation as may be required by the said AFTRA-PTV Agreement.

5. If the broadcast of any program hereunder is prevented by governmental regulation or order, or by a strike, or by failure of broadcasting facilities because of war or other calamity such as fire, earthquake, hurricane, or similar acts of God, or because of the breakdown of such broadcasting facilities due to causes beyond Producer's reasonable control (such as the collapse of the transmitter due to structural defects), Producer shall be relieved of any responsibility for the payment of compensation for the program so prevented provided that in such case Producer shall reimburse Performer for all out-of-pocket costs necessarily incurred in connection with such program. In addition Performer shall be paid the full applicable day rate for all hours rehearsed and days worked prior to notice of cancellation. The same consequences shall ensue if the program time is preempted by a Presidential broadcast, a news emergency or a special news event and notice of cancellation for such purpose is given Performer promptly upon such notice having been received by Producer. Where the program time is preempted to broadcast an event of public importance (other than a Presidential broadcast, news emergency or special news event) or where the program is canceled or prevented for any reason other than those stated above, or where insufficient advance notice has been given under the preceding sentence, Producer shall pay Performer his/her full contract price, or days/weeks guaranteed for the program so canceled or prevented.

6. Producer is prohibited from requiring Performer to refrain from rendering his/her services in connection with any other television or radio services for any period other than the actual rehearsal and broadcast period (which ends with the initial public television broadcast of the program) involved in this engagement; provided, however, that this prohibition shall not apply if Performer's compensation for this engagement shall be \$1,500.00 or more. Performers working under series contracts may negotiate regarding exclusivity for the same genre of program during the period of their contract(s). Star performers offered the same role on another network (for example, a star performer offered the role of Hamlet in both a PBS and another network production) may negotiate for a period of exclusivity not to exceed 6 months beyond the initial public television exhibition.

7. Notwithstanding any provision in this contract to the contrary it is specifically understood and agreed by all parties hereto:

a. That they are bound by all the terms and provisions of the applicable AFTRA-PTV Agreement. All terms and conditions regarding payment of Supplemental Market fees shall comply with the provisions of Paragraph 24. of the AFTRA-PTV Agreement. Should there be any inconsistency between this contract and the said Agreement, the said Agreement shall prevail; but nothing in this provision shall affect terms, compensation, or conditions provided for in this contract which are more favorable to members of AFTRA than the terms, compensation or conditions provided for in said Agreement.

b. That the artist is covered by the provisions of Paragraph 28. of said Agreement entitled "Health & Retirement."

c. That Performer is or will become a member of AFTRA in good standing, subject to and in accordance with the Union Shop provision of said Agreement.

d. All disputes and controversies of every kind and nature arising out of or in connection with this agreement shall be determined by arbitration in accordance with the procedure and provisions of the said Agreement.

8. If Producer wishes to obtain additional ETV broadcast use rights, foreign broadcast use rights or audio-visual use rights for which fees are required pursuant to Paragraph 6. of the AFTRA/PTV Agreement, such fees as are agreed upon shall be separately set forth in this contract in specific money figures, clearly stating the rate to be paid for additional ETV broadcast uses, foreign broadcast uses, or audio-visual uses, and not by reference to AFTRA/PTV Agreement paragraph numbers. If Producer has not obtained use rights in

accordance with this paragraph, Producer shall notify AFTRA in advance if, after the execution of this contract, Producer seeks to secure such rights from Performer. Performer hereby consents and authorizes Producer and its assignees to use this program, and excerpts therefrom, for additional markets, including but not limited to commercial broadcast and supplemental markets. Performer also consents and authorizes Producer and its' assignees to use the Performer's name or likeness for merchandising purposes. Performer shall receive no less than the rates established by Producer's negotiations with AFTRA and all terms and conditions shall be guided by the applicable AFTRA codes, against which any amount paid to Performer in excess of the program minimum may be credited.

9. This contract, when executed by Performer and Producer, shall constitute the entire understanding between them, and shall be construed according to the laws of the State of

SAMPLE

**THIS CONTRACT FORM TO BE USED WHEN PAYMENT IS MADE UNDER THE
PUBLIC TELEVISION (PTV) STANDARD AFTRA ENGAGEMENT CONTRACT FOR
EDUCATIONAL/INFORMATIONAL TELEVISION BROADCASTS**

Dated: _____

Between _____, hereinafter called
“Performer,” and _____ hereinafter called “Producer.”

Performer shall render artistic services in connection with the rehearsal and broadcast of
INFORMATIONAL Program(s) designated below and preparation in connection with the part or
parts to be played:

TITLE OF PROGRAM: _____

TYPE OF PROGRAM: _____

APPLICABLE PAYMENT BASIS:

☐ one day ☐ two days ☐ three days ☐ four days ☐ weekly

LENGTH OF PROGRAM: _____

PLACE OF PERFORMANCE: _____

SCHEDULED FIRST AND FINAL DAYS OF ENGAGEMENT: _____

NUMBER OF DAYS OF EMPLOYMENT: _____

AFTRA CLASSIFICATION: _____

PART(S) TO BE PLAYED: _____

COMPENSATION: _____

ADDITIONAL COMPENSATION: _____

Additional ETV Broadcast Use: _____

Foreign Broadcast Use: _____

Audio Visual Use: _____

SUPPLEMENTAL MARKET UPGRADE FEE (per Paragraph 24.B.): _____

Execution of this agreement signifies acceptance by Producer and Performer of all of the above
terms and conditions and those on the reverse hereof and attached hereto, if any.

PERFORMER:

PRODUCER:

By _____

Telephone Number

Social Security Number

NOTE: Attach rehearsal schedule or deliver to Performer not later than the first reading session, (in the event of no reading
session, not later than twenty-four (24) hours in advance of the first rehearsal session).

**THIS CONTRACT FORM TO BE USED WHEN PAYMENT IS MADE FOR
“CULTURAL/ENTERTAINMENT PROGRAMS”**

**STANDARD AFTRA ENGAGEMENT CONTRACT FOR
INFORMATIONAL/EDUCATIONAL TELEVISION BROADCASTS**

Dated: _____
Between _____, hereinafter called
“Performer,” and _____ hereinafter called “Producer.”

Performer shall render artistic services in connection with the rehearsal and broadcast of Cultural/Entertainment or Informational/Educational Program(s) designated below and preparation in connection with the part or parts to be played:

TITLE OF PROGRAM: _____
TYPE OF PROGRAM: _____
(CULTURAL/ENTERTAINMENT OR INFORMATIONAL/EDUCATIONAL)

APPLICABLE PAYMENT BASIS:
☐ one day ☐ two days ☐ three days ☐ four days ☐ weekly
LENGTH OF PROGRAM: _____
PLACE OF PERFORMANCE: _____
SCHEDULED FIRST AND FINAL DAYS OF ENGAGEMENT: _____
NUMBER OF DAYS OF EMPLOYMENT: _____
AFTRA CLASSIFICATION: _____
PART(S) TO BE PLAYED: _____
COMPENSATION: _____
ADDITIONAL COMPENSATION: _____
 Additional ETV Broadcast Use: _____
 Foreign Broadcast Use: _____
 Audio Visual Use: _____
SUPPLEMENTAL MARKET UPGRADE FEE (per Paragraph 24.B.): _____

Execution of this agreement signifies acceptance by Producer and Performer of all of the above terms and conditions and those on the reverse hereof and attached hereto, if any.

PERFORMER: _____ PRODUCER: _____

By _____

Telephone Number

Social Security Number

NOTE: Attach rehearsal schedule or deliver to Performer not later than the first reading session, (in the event of no reading session, not later than twenty-four (24) hours in advance of the first rehearsal session).

SIDELETTER 1

SETTING FORTH THE TERMS AND CONDITIONS TO APPLY TO PROGRAMS FUNDED BY THE ANNENBERG FOUNDATION

Annenberg/CPB Series are the public television component of college courses funded by the Annenberg Project of the Corporation for Public Broadcasting. Annenberg Series are inherently educational and informational in nature and are normally accompanied by textbooks, study guides, curriculum outlines, reading lists and similar student materials to provide complete course packages which are made available nation-wide through participating colleges and universities.

Annenberg/CPB Series do not include so-called "dramatic" or "variety" programs, but may contain dramatized sequences or examples to assist visually in explanation and analysis of the subject matter.

To reach as many students as possible, Annenberg/CPB requires the following exclusive program rights for a period of nine (9) years throughout North America:

1. Unlimited releases for public broadcasting including: **1)** relay and extension of public television broadcast over "booster" and "translator" facilities and/or closed-circuit, CATV-antenna and other CATV systems; **2)** broadcast over commercial television stations in geographic areas in which not broadcast by public television stations; **3)** carriage on a cable system on a strictly sustaining basis in an area in which not broadcast by a public station, so long as on a sustaining basis only and with no commercial announcements (local or otherwise) from the beginning to the end of the program broadcast; **4)** ITFS/MDS and home satellite dish transmission; and **5)** simulcast over noncommercial radio stations concurrent with the public television release.
2. Noncommercial audio-visual distribution, including home viewing for educational purposes.
3. Educational cable — *i.e.*, on a sustaining basis on basic cable non-pay channels and closed-circuit systems.
4. AFRTS and United States embassies abroad for nonbroadcast use.
5. Off-air recording for the purposes specified in Paragraphs **1.** through **4.** above.

In recognition of these extended program rights, Producer agrees to the following terms and conditions:

1. All Annenberg/CPB Series talent hired pursuant to the terms and conditions of the **1998-2002 AFTRA National Public Television Agreement** shall receive a fee equal to three hundred percent (300%) of their actual compensation.
2. Producer shall have the option to renew said rights for additional three (3) year period(s) upon payment of one hundred percent (100%) of said actual compensation to all Annenberg/CPB Series talent.
3. Producer shall provide written notification to the applicable local AFTRA office of all Annenberg/CPB Series which include talent hired pursuant to the terms and conditions of the **1999-2002 AFTRA National Public Television Agreement**.

Agreed and Accepted:

By: _____
AFTRA National Executive Director

By: _____
AFTRA Local Executive Director

By: _____

Name: _____

Station/Producer: _____

Address: _____

SIDELETTER 2

November 6, 1989

Mr. Terry Walker
National Administrative Executive
American Federation of Television & Radio Artists
National Office
260 Madison Avenue
New York, New York 10016

Re: 1988-1991 National Public Television Agreement

Dear Terry:

This is to affirm my representation to you during our meeting in your office on October 12, 1989, that the following language set forth in our "Annenberg" agreement is identical to the Annenberg language set forth in our "Annenberg" agreement with The Screen Actors Guild:

2. Producer shall have the option to renew said rights for additional three (3) year period(s) upon payment of one hundred percent (100%) of said actual compensation to all Annenberg/CPB Series talent.

Furthermore, to affirm my representation to you that the obligation for "...payment of one hundred percent (100%) of said actual compensation..." applies to each "...additional three (3) year period(s)..." during the period of "...exclusive program rights for a period of nine (9) years throughout North America."

Very truly yours,

Don T. Carmody

DTC:bmw

SIDELETTER 3

As of January 1, 1993

Mr. Bruce A. York
National Executive Director
American Federation of Television & Radio Artists
260 Madison Avenue
New York, New York 10016

Re: **Addendum to 1993-1995 National Public Television Agreement**

Dear Bruce:

During the negotiations for the National Public Television Agreement ("the Agreement"), the parties agreed to supplement the Program Rights set forth in Paragraph 5.E. of the Agreement by including within the rights acquired by payment of the applicable minimum fee the right to exhibit the program over basic cable stations in certain limited situations. This sideletter sets forth the terms and conditions under which such basic cable rights may be exercised.

In addition to the rights set forth in Paragraph 5.E. of the Agreement, payment of the Day Rates (including any multiple day or weekly rates) with respect to national programs hereunder shall cover four (4) program releases within three (3) years on each basic cable channel programmed in blocks of not less than six (6) consecutive hours on a sustaining basis by a public television station or PBS. Notwithstanding the foregoing, each public television station and PBS may release each such program pursuant to this Sideletter only on one basic cable channel in each community. Exhibition of a program on one channel on each of multiple basic cable services within a single community, each of which serves a different geographical section of the community, shall be considered exhibition on one basic cable channel for purposes of this section. This section shall not apply if any payment or other consideration is paid to the public television station or PBS by the basic cable service for the use of the material.

This sideletter does not apply to exhibitions on a basic cable network but the parties agree to reopen this sideletter and to negotiate in good faith with respect to the application of this sideletter to any basic cable network which might be operated by PBS in the future.

Best regards.

Sincerely,
/S/
William L. Cole,
a Professional Corporation of
MITCHELL, SILBERBERG & KNUPP

Accepted and Agreed:

/S/

Bruce A. York
National Executive Director
American Federation of Television & Radio Artists

SIDELETTER 4

September 11, 1997

Re: Excerpt Use on the Internet

Except as provided in Paragraph 6H with regard to Internet Streaming, this is to confirm that excerpts of programs created pursuant to the provisions of this Code may be used on the Internet for promotional purposes in accordance with the terms and conditions set forth in Paragraph 7(B)(4) of the *1997-1998 AFTRA National Public Television Agreement*. For programs produced subsequent to July 1, 1997, for the purpose of this Sideletter the consent to promotional use required in Paragraph 7(B)(4) must expressly specify consent to exhibition over the Internet.

Sincerely,

Bruce York
National Executive Director

ACCEPTED AND AGREED:

Producer

SAMPLE

SIDELETTER 5

November 15, 1998

Re: Internet Organizing

This is to confirm that AFTRA shall not be precluded by anything stated in this Agreement or the negotiation thereof from attempting to organize internet productions on a multi-employer or producer-by-producer basis.

Sincerely,

National Executive Director

ACCEPTED AND AGREED:

Producer

SAMPLE